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Transcript Exhibit(s)

2007 JUN 12 P 4: 32

AZ CORP COMMISSION
DOCKET CONTROL

Docket#(s): T-20398A-06-0346

Exhibit #: A1, A2, A3, A4, S1,

Arizona Corporation Commission

DOCKETED

JUN 12 2007

DOCKETED BY	
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ORIGINAL NEW APPLICATION

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

AZ CORP COMMISSION
DOCUMENT CONTROL

2006 MAY 25 1 P 3 41

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Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: Interexchange Reseller

Docket No.: T-20398A-05-0551

Date: 8/2/2005

Date Docketed: 8/2/2005

Type of Service: _____

Docket No.: T-20398A-06-0346

Date: _____

Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

☐

Resold Long Distance Telecommunications Services (Answer Sections A, B).

☒

Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).

☐

Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).

☒

Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)

☐

Alternative Operator Services Telecommunications Services (Answer Sections A, B)

☐

Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Navigator Telecommunications, LLC.

8525 Riverwood Park Drive,

P.O. Box 13860

North Little Rock, AR 72113

Telephone: (501) 954-4000

Facsimile: (501) 954-4002

Email: contactus@navtel.com

04/14/04

EXHIBIT

A-1
admitted

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

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Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: Interexchange Reseller

Docket No.: T-20398A-05-0551 Date: 8/2/2005 Date Docketed: 8/2/2005

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- ☐ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☒ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Navigator Telecommunications, LLC.

8525 Riverwood Park Drive,

P.O. Box 13860

North Little Rock, AR 72113

Telephone: (501) 954-4000

Facsimile: (501) 954-4002

Email: contactus@navtel.com

Website: www.navtel.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Michael McAlister, General Counsel

Navigator Telecommunications, LLC.

8525 Riverwood Park Drive,

P.O. Box 13860

North Little Rock, AR 72113

Telephone: (501) 954-4051

Facsimile: (501) 954-4002

Email: mike@navtel.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Michael Hallam

Lewis and Roca, LLP

40 North Central Avenue

Phoenix, AZ 85004-4429

Telephone: (602) 262-5340

Facsimile: (602) 734-3886

Email: mhallam@lrlaw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Brian Russell

Navigator Telecommunications, LLC.

8525 Riverwood Park Drive,

P.O. Box 13860

North Little Rock, AR 72113

Telephone: (501) 954-4021

Facsimile: (501) 954-4002

Email: brian.russell@navtel.com

(A-7) What type of legal entity is the Applicant?

☐

Sole proprietorship

☒

Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign

☐

Limited Liability Company: _____ Arizona, X Foreign

☐

Corporation: _____ "S", _____ "C", _____ Non-profit

☐

Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
Section 6.
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
Section 3.
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
Section 1
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
Sections 1.8, 1.12
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).
Section 1.7

(A-10) Indicate the geographic market to be served:

☒

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

☐

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

See Attachment, which lists informal complaints and the resolution of each.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

No.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

☐

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☐ Yes

☐ No

If "No", continue to question (A-15).

☒

For Local Exchange Resellers, a \$25,000 bond will be recommended.

☒

Yes (see below).

☐

No

If "No", continue to question (A-15).

☐

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

☒

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☒

Yes (see below).

☐

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

Although Navigator will procure a performance bond if required, it does not believe that one is warranted for the reasons set forth below:

Navigator does not collect advances, prepayments, or deposits from its customers.

Navigator has operated as a provider of local and long distance services since 1998 and currently serves customers in 44 states; some currently are long-distance only.

Navigator anticipates that its operations in Arizona will be profitable. Because Navigator does not collect advances, prepayments, or deposits, any risks to Arizona customers are very limited.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until your are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

☒ Yes

☐ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Navigator will provide services utilizing the facilities of the incumbent ILEC (Qwest) in addition to the facilities of any available alternative providers.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Navigator has been granted Certificates of Public Convenience and Necessity to provide local exchange services in the following thirty-two jurisdictions. Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, Virginia, West Virginia, Wisconsin.

Navigator has been granted Certificates of Public Convenience and Necessity to provide resold interexchange services in the following forty-five jurisdictions. Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming; and in the District of Columbia.

Applicant has applications to provide both local exchange and interexchange services pending in the following jurisdictions: Arizona and Washington. Applicant has applications to provide local exchange services pending in the following jurisdictions: Colorado and Nevada. Navigator has never had any application for authority to

provide local exchange or resold interexchange services denied in any jurisdiction.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Navigator currently provides telecommunications services in all of the jurisdictions listed above where approval to offer services has been granted.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Navigator has no affiliates.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☒ Yes

☐ No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Attached as Attachment D are financial statements for the company.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not Applicable.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

1. Projected total revenue -- \$312,000
2. Expected expenses -- \$234,000
3. Arizona jurisdictional assets -- \$ 0
4. The project value of all of the company's Arizona jurisdictional assets is zero (\$0).
5. N/A

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☒ Yes

☐ No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

Navigator has executed an Interconnection Agreement with Qwest that was filed with the Commission on February 3, 2006. Navigator has executed a commercial wholesale agreement (QPP) with Qwest. Navigator will execute appropriate ICA and commercial agreements with Verizon upon certification.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐ Yes

☒ No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

30 days after the effective date of certification.

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

☒

Decision # 64178 Resold Long Distance

Decision # 64178 Resold LEC

Decision # 64178 Facilities Based Long Distance

☒

Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

 X

Yes

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

 X

Yes

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

 X

No

Navigator does not have nor currently have plans to deploy its own switch in Arizona but will utilize the switching facilities of other carriers.

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

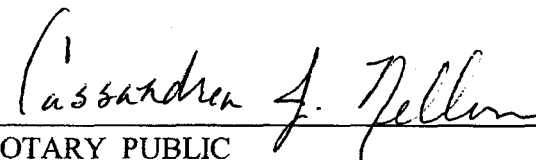

(Signature of Authorized Representative)

5-24-06
(Date)

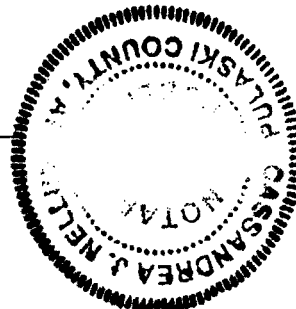
Michael McAlister
(Print Name of Authorized Representative)

General Counsel
(Title)

SUBSCRIBED AND SWORN to before me this 24th day of May, 2006.


NOTARY PUBLIC

My Commission Expires Nov 1, 2010



RESPONSE TO ATTACHMENT A-11

Below is a complete list of all informal complaints made against the company, directly and indirectly, as of April 30, 2006, for the preceding two years, specifying which state and arena the complaint was made. As this summary indicates, all complaints were resolved without formal action from any state commission or other enforcement agency, court, etc.

<u>State</u>	<u>Arena</u>	<u>Total Complaints</u>
AR	State Attorney General	2
AR	Attorney	1
AR	BBB	10
AR	FCC	1
AR	PSC	11
CA	PSC	5
CA	PUC	3
CA	FCC	1
DC	FCC	1
GA	BBB	1
GA	PSC	3
IL	PSC	1
MO	Attorney	1
MO	PSC	3
NC	BBB	1
NC	PSC	2
OK	PSC	1
SC	PSC	3
TN	Attorney	1
TN	PSC	1
TX	BBB	1
TX	PSC	3

Below is a summary of the types of complaints listed in Navigator's questionnaire, with a brief description of the resolution of each complaint. Navigator Telecommunications, LLC. has never been subject to any fines or investigation costs associated with any customer complaint.

AR	State Attorney General – consumer affairs	2
2	Billing disputes – resolved by disconnection of services at customer's request and issuance of final bill.	
AR	Attorney	1
1	Slamming allegation – resolved by issuance of a refund to customer.	

AR	BBB	10
10	Billing disputes --	5 resolved by issuance of appropriate credits to customers. 3 resolved by issuance of appropriate refunds to customers. 1 resolved by restoration of service upon customer's payment of past due amounts. 1 resolved by response indicating that customer had failed to pay valid charges.

AR	FCC	1
1	Feature service dispute --	investigation regarding feature errors indicated that issue could not be resolved by Navigator, but was referred to RBOC.

AR	PSC	11
5	Billing disputes --	2 resolved by response to PSC that customer was billed appropriately. 1 resolved by response to PSC that customer was suspended for non-payment of valid bill. 1 resolved by response to PSC that account was pro-rated for charges and account disconnected. 1 resolved by response to PSC that account was withdrawn from collections.
1	Refund issue --	resolved by timely issuance of refund to customer.
2	Slamming allegations --	resolved by response to PSC that customer had not been slammed, but that services had been appropriately ordered/authorized.
3	Service issues	1 resolved by response to PSC that customer did not submit proper authorization to disconnect service. 1 resolved by response to PSC that order was processed incorrectly. These issues were corrected. 1 resolved by response to PSC that programming error occurred. Errors were fixed and account credited.

CA	FCC	1
1	Refund request for service outage --	resolved by issuance of refund

CA	PSC	7
2	Ordering error --	2 resolved by issuance of credit to customer

5 Billing disputes	2 resolved by issuance of refund to customer. 1 resolved by a credit given to customer account. 2 resolved by response to PSC that customer was billed correctly.
CA CPUC	1
1 Excessive repair charges –	resolved by issuance of refund at customer's request for disconnection.
DC FCC	1
1 Billing dispute –	resolved by a credit to customer account.
GA BBB	1
1 Billing dispute –	resolved by a credit to customer account.
GA PSC	3
2 Billing dispute –	2 resolved by response to PSC that charges were valid.
1 Erroneous disc. of services	resolved by an immediate re-connection of services.
IL PSC	1
1 Billing dispute –	resolved by customer presenting medical necessity for service and phone service was reinstated.
MO Attorney	1
1 Billing dispute –	resolved by correction of billing error.
MO PSC	3
1 Billing dispute –	resolved by correction of billing error and issuance of credit.
1 PIC change issue –	resolved by Navigator receiving notice of customer's desire for PIC change and implementation of same.
1 Account access –	resolved by response to PSC of providing non-disclosure information to customer.
NC BBB	1
1 Billing dispute –	resolved by response to BBB that customer had been disconnected for non-payment.
NC PSC	2
1 Billing dispute –	resolved by correction of billing error.
1 Slamming allegation -	resolved by determining that customer was not slammed, but that services had been appropriately ordered/authorized.

MS	PSC	1
1 Billing dispute –	resolved by response to PSC that shut-off notices for non-pay were sent appropriately	
OK	OCC	1
1 Alleged account error –	resolved with explanation to Commission regarding appropriateness of charges as billed.	
SC	PSC	3
1 Billing dispute –	resolved by response to PSC explaining that customer's service was appropriately suspended for non-pay.	
1 Billing dispute –	resolved by response to PSC explaining that repair charges where appropriate.	
1 Slamming allegation –	resolved by response to PSC that customer was not slammed. (Customer was a multi-location business – only customer's corporate office had authority to change service carriers.)	
TN	Attorney	1
1 Billing dispute –	resolved by issuance of appropriate credits to customer.	
TN	PSC	1
1 Billing dispute –	resolved by issuance of appropriate credits to customer.	
TX	BBB	1
1 Activation of service w/o consent –	resolved by refunding customer.	
TX	PSC	3
1 Slamming allegation –	resolved by explanation to PUC that customer had not been slammed and that services had been appropriately ordered/authorized.	
2 Billing issues –	resolved by issuance of appropriate credits to customer.	

ATTACHMENT A

Attachment "A" must include the following information:

1. A copy of the Application's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

See attached

2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

Navigator Telecommunications, LLC, is managed by a Management Committee consisting of the following members:

Louis F. McAlister	Hilliard Crews
Dennis J. Ferra	Albert Fisher
Ballard Castlemen	Jim McDowell
Larry Wallace	Jim Cain
William Hackmeyer	

At the direction of the Management Committee, responsibility for the daily operations of the Company rests with the following Company officers / management team:

Louis F. McAlister	President
Dennis J. Ferra	Chief Executive Officer
David Stotemyer	Chief Financial Officer
Kenrick L. LeDoux	Chief Technical Officer
Steve Garrett	Chief Information Officer
Michael McAlister	General Counsel & Director of Regulatory Affairs

3. Indicate percentages of ownership of each person listed in A-8.2

Principal Owners(s):

Stephen L. Parr	14.6%
U-Haul International	10%
Louis F. McAlister	
(Trustee of Louis McAlister Living Trust)	8.1%
Kathy McAlister	
(Trustee of Kathy McAlister Living Trust)	8.1%
Everett Hailey	7%
William Hackmeyer	6.4%
EFO Holdings, LP	5.7%

This listing includes all owners of more than 5% interest in Navigator Telecommunications, LLC. The remaining ownership is held by 90 different individuals and entities, including family members and investors, each holding less than 5%, with a majority holding less than 1% each.

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****NAVIGATOR TELECOMMUNICATIONS, LLC.*****

a foreign limited liability company organized under the laws of the jurisdiction of Arkansas did obtain a Certificate of Registration in Arizona on the 18th day of May 2005.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 24th Day of May, 2006, A. D.


Executive Director

Order Number: 68319

ATTACHMENT B

Competitive Telecommunications Service Tariff Schedule Applicable to Local Exchange Services
Within the State of Arizona for Navigator Telecommunications, LLC. [attached]

COMPETITIVE TELECOMMUNICATIONS SERVICE
TARIFF SCHEDULE APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF ARIZONA
FOR

NAVIGATOR TELECOMMUNICATIONS, LLC.

Issued by:

Louis F. McAlister, President
Navigator Telecommunications, LLC.
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860
(501) 954-4000

Issued:

By Louis F. McAlister, President
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860

Effective:

Check Page

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original *	20	Original *	15	Original *
		21	Original *	16	Original *
Introduction		22	Original *	17	Original *
1	Original *	23	Original *	18	Original *
2	Original *	24	Original *	19	Original *
3	Original *	25	Original *	20	Original *
4	Original *	26	Original *	21	Original *
5	Original *	27	Original *	22	Original *
6	Original *	28	Original *	23	Original *
7	Original *	29	Original *	24	Original *
8	Original *	30	Original *	25	Original *
9	Original *	31	Original *	26	Original *
10	Original *			27	Original *
11	Original *	Section 2		28	Original *
12	Original *	1	Original *	29	Original *
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The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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®	Service Mark of Qwest Communications International, Inc.	

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SM Service Mark of Qwest Communications International, Inc.
[®] Service Mark of Qwest Communications International, Inc.

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SYMBOLS

The following symbols are used for the purposes indicated below:

- D** - Indicates Discontinued Rate or Regulation.
- I** - Indicates Rate Increase.
- M** - Indicates Move in Location of Text.
- N** - Indicates New Rate or Regulation.
- R** - Indicates Rate Reduction.
- T** - Indicated Change of Text Only but No Change in Rate or Regulation.
- C** - Indicates Changed Regulation.
- S** - Indicates Reissued Matter.

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially by section. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the Page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2
 - 2.1
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- D. **Check Pages** - When a Tariff filing is made with the Arizona Corporation Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check Page if these are the only changes made (i.e., the format, etc. remain the same), just revised revision levels on some pages. The Tariff user should refer to the latest Check Page to determine if a particular Page within the Tariff is the most current on file with the PSC.

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LIST OF WAIVED STATUTES AND REGULATIONS

Reserved for future use.

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line -- A connection of the Customer to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Service -- Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, fraternal lodges, churches, clubs, other organizations of a similar nature and individuals practicing a profession or operating a business who have no offices other than their residence and where the use of service is principally or substantially of a business, professional or occupational nature.

Central Office -- An operating office where connections are made between telephone exchange lines.

Commission -- Arizona Corporation Commission.

Company - Whenever used in this tariff, "Carrier" or "Company" refers to Navigator Telecommunications, LLC, unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with all terms of the Company's Tariff.

Exchange -- An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village, or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.

Exchange Access Line - Serving central office line equipment and all LEC plant facilities up to and including the LEC provided Standard Network Interface. These facilities are LEC provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. These lines are subject to non-recurring charges, as shown in Section 3 of this tariff.

ILEC - The Incumbent Local Exchange Carrier.

Installation Charge or Rate -- A nonrecurring charge made to cover all or a portion of the cost associated with the installation or move of communication facilities.

LATA -- Local Access and Transport Area. The area within which the Company provides local and long distance (intraLATA) service. For call to numbers outside this area (interLATA) service is provided by long distance companies.

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TECHNICAL TERMS AND ABBREVIATIONS, CONT.

LEC - Local Exchange Carrier.

Local Call – A call that, if placed by a customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area – The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Local Service – Telephone exchange service within a local calling area.

Message Rate Service – A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Non-recurring Charge (NRC) – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Public Access Line Service – Service-providing facilities for a customer owned coin operated telephone ("COCOT").

Public Safety Answering Point (PSAP) – An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center -- A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carrier, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Service - Any means of service offered herein or any combination thereof.

Service Central Office - The central office from which local service is furnished.

Service Charges - A nonrecurring charge associated with establishing or changing service.

Service Order - The request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the obligations of the parties as set forth herein and pursuant to this tariff.

Station-to-Station Calling - A service whereby the originating End User requests operator assistance to place or bill the call. Calls billed Collect, to a company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without operator assistance. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tariff - The rates, charges, rules and regulations adopted and filed by the Company and approved by the Arizona Corporation Commission.

Telephone Service - A service that consists of local and/or toll service.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to local exchange telecommunications services provided by Navigator to business and coin customers for telecommunication services between points within the State of Arizona. Navigator's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The Company concurs in the rules, regulations and local calling areas applying to and governing non-residential Local Exchange telephone service (hereinafter referred to as Exchange Access Lines service) as defined in the tariffs of Qwest Corporation on file with and approved by the Arizona Corporation Commission, and in any amendments thereto as authorized by the Arizona Corporation Commission or applicable law. Rates and specific footnotes are set out in the following pages of this tariff. The Company reserves the right to cancel and make void the above statement, subject to requirements as may be ordered by the Arizona Corporation Commission, at any such time as it appears that such cancellation is in the best interest of the Company and/or its Customers

The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Navigator Telecommunications, Inc. at 8525 Riverwood Park Drive, North Little Rock, Arkansas 72113.

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SECTION 1 – RULES AND REGULATIONS**1.1 Undertaking of Navigator Telecommunications, LLC.**

Navigator Telecommunications, LLC. services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. Navigator Telecommunications, LLC. will offer these services through both resale and facilities-based arrangements.

Navigator Telecommunications, LLC. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Navigator Telecommunications, LLC. network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

1.2 Limitations

1.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Tariff.

1.2.2 Navigator Telecommunications, LLC. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.2 Limitations, cont.**

- 1.2.3 The Company does not undertake to transmit messages, and will not be liable for errors in transmission or for failure to establish connections.
- 1.2.4 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 1.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.

1.4 Liabilities of the Company

- 1.4.1 Navigator Telecommunications, LLC's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 1.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.4 Liabilities of the Company, cont.**

1.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.

1.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

1.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

1.4.6 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

Changes in any of the facilities, operations or procedures of the Company that: (1) render equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.

Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

Any representations made by a Company employee that do not comport with or that are inconsistent with the provisions of this Tariff.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.5 Application of Rates

1.5.1 Business rates as described in Section 3 apply to service furnished:

- A. In office buildings, stores, factories and all other places of a business nature;
- B. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- C. At any location when the listing or public advertising indicates a business or a profession;
- D. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;

1.5.2 The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.6 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer. A change of a telephone number initiated by the customer is subject to a maximum charge of \$41.75. The current charge is shown in Section 6 of this tariff. No charge applies if the change is due to annoyance calls.

1.7 Dishonored Checks

The Company reserves the right to assess a maximum return payment charge of \$35 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

1.8 Deposits

The Company will not require a deposit from its business customers.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated

1.9.1 Suspension or Termination of Service

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- B. After issuing a written notification, at least one attempt shall be made during non-working hours to contact the customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 1.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.9 Termination of Service – Company Initiated, cont.****1.9.2 Reasons for Termination**

The Company may terminate service, with notice, for the following reasons:

- A. Nonpayment - Any sum due the Company beyond the payment date, except unpaid 976/676 charges.
- B. Abandonment - In the event of the abandonment of the service.
- C. Obscenities - Use of foul or profane language over the lines of the Company.
- D. Abuse
 - 1. Use of service that interferes with another customer's service or that is used for any purpose other than communication.
 - 2. Directory Assistance to obtain a customer's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.
- E. Full Toll Denial
 - 1. When a customer fails to pay outstanding charges billed by the Company for Long Distance Message Telecommunications (MTS) calls but excluding 900-type services, all MTS service (e.g., 0+, 1+ including 900-type services, 0-, 10XXX), may be denied (Full Toll Denial), where Company facilities are capable of providing Full Toll Denial. Where Company facilities do not permit Full Toll Denial, the Company may deny all service.
 - 2. Full Toll Denial includes the denial of third number billed, collect, and calling card calls. If the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges, and the MTS Restoration Charge shown in Section 1.9.6 below.
- F. The Company shall terminate service in accordance with Commission rules and where required by specific order of the Commission.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated, cont.

1.9.3 Exceptions to Termination for Nonpayment

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill if the customer does not pay the undisputed portion after being asked to do so.

1.9.4 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered unless:

- A. The Company has verified, in a manner approved by the Arizona Corporation Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.9 Termination of Service – Company Initiated, cont.****1.9.5 Termination for Cause Other Than Nonpayment****A. General**

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 1.11 regarding Deferred Payment Agreements.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.9 Termination of Service – Company Initiated, cont.****1.9.5 Termination for Cause Other Than Nonpayment, cont.****B. Prohibited, unlawful or improper use of the facilities or service includes, but is no limited to:**

1. Use of Company facilities or service without payment of charges shown in this tariff;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. Use of the service in a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge is assessed for reconnection if the service was terminated due to a Company error.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.9 Termination of Service – Company Initiated, cont.****1.9.6 Nonrecurring Charge for Restoral of Service**

- A. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, toll service or other regulated charges, but an order providing for complete disconnection has not been completed. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of the Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.
- B. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges for regulated services due up to the date of suspension.

	Maximum Nonrecurring Charge
Business	\$82.50

- C. Where Full Toll Denial (see Section 1.9.2.E above) has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

	USOC	Maximum Nonrecurring Charge
Per line	NPAPL	\$24.00

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.10 Temporary Suspension of Service – Customer Initiated****1.10.1 Suspension of Service**

Upon the request of the customer, exchange telephone service may be temporarily suspended as provided hereinafter.

- A. Any class of business service may be suspended except as specifically precluded elsewhere.
- B. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made.
- C. Where service is suspended, persons calling the number of the suspended service are so informed where it is practicable to do so, and where the customer has so requested, are given the number of a station designated by the customer at which the customer may be reached or calls received. Arrangements for informing calling parties of the telephone number of a station at which the customer may be reached or calls received, are made with the understanding that the customer assumes all risks in connection therewith and that no liability attaches to the Company by reason of failure to complete a particular call.
- D. A suspension rate will be applicable throughout the period of suspension, except as specified in Section 1.10.2 and 1.10.3 as follows:
 - 1. Where the initial contract period is one month or longer, the suspension rate will not be applicable until after the service has been in effect at full rate for at least one month. Where the initial contract period is in excess of one month, the contract period will be extended by one-half of the period service is on suspension.
- E. If service is disconnected while on suspension and before the minimum period of one month in connection with suspension of all service, two months in connection with suspension of a portion of service) has elapsed, the customer will be charged for the minimum period at the suspension rate or charged for the actual number of days of service at the full rate whichever produces the lower charge.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.10 Temporary Suspension of Service – Customer Initiated, cont.****1.10.2 Suspension of all Service (SUS)**

- A. Suspension of the entire service of a customer is intended to meet the needs of those customers who desire to suspend their telephone service temporarily because generally then, and those whose use of the service is contemplated under the customer's application for service, are to be absent from the premises, but who wish to retain their directory listings and have the other benefits of suspension.
- B. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.
- C. The suspension rate is applicable to all suspended facilities of the customer, whether the service consists of one, two or more access lines and extension lines, etc., except as specified below:
 - 1. In connection with access lines on separate premises, the suspension rate will be applicable to the service on each premises separately. Exchange Service Extension charges will be included in computing the suspension rate.
 - 2. In connection with customer service and PAL Service, the suspension rate will be applicable to the customer service and to each PAL Service separately.
 - 3. In connection with trunks from different exchanges or two or more access lines served from different exchanges, the suspension rate will be applicable to the service furnished from each exchange separately.
- D. In connection with suspension of all service, the suspension rate will not be applicable unless service is retained on suspension for one month or more.
- E. The suspension rate is applied as follows:
 - 1. For PAL customers, the rate is 50 percent of the regular monthly rate and the rates for other services and facilities. The charge for local messages is not affected.
 - 2. For all other customers, the rate is 50 percent of the regular exchange service and the rates for other services and facilities.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.10 Temporary Suspension of Service – Customer Initiated, cont.

1.10.3 Suspension of a Portion of Service

- A. Suspension of a portion of service is intended to meet the needs of those customers who desire to have a portion of their telephone service facilities suspended but who wish to retain the remainder of their service facilities on a nonsuspended basis. Under this type of suspension, the facilities suspended will be physically disconnected to the extent necessary to prevent use but left in place on the customer's premises.
- B. In connection with suspension of a portion of service, the suspension rate will not be applicable unless the service or facility is retained on suspension for two months or more.
- C. The suspension rate is equal to 50 percent of the regular charges for the exchange services or facilities suspended. Regular exchange service charges are applicable to the services and facilities that are continued in service.
- D. The nonrecurring charges specified in Section 1.9.6, preceding, also apply for suspension and restoral of a portion of service

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.11 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. Customers with three or more month's service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA).

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

1.12 Advance Payments

The Company will not require an advance payment from its business and coin customers.

1.13 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other taxes imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in quoted rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.14 Equipment**

- 1.14.1 The Company's services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company services, is compatible with such services. The Customer shall be responsible for not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.
- 1.14.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.14.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 1.14.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the Customer's premise when the service difficulty or trouble results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.14.5 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment.
- 1.14.6 Upon notification to the Customer, and at a reasonable time, the Company may make tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in this tariff for installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 1.14.7 Title to facilities provided by the Company under this tariff shall remain in the Company's name or the name of the carrier supplying the services and facilities.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.15 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter installation rates as specified in this Tariff.

1.16 Payment for Service**1.16.1 Responsibility for All Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Navigator Telecommunications, LLC. All charges due by the Customer are payable to the Company or to any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of that agent and subject to the rules of regulatory agencies, such as the Arizona Corporation Commission.

Navigator Telecommunications, LLC.'s billing invoices will be considered correct and binding upon the Customer if no written notice or telephone call is received from the Customer within ninety (90) days of the invoice date. Adjustments to bills shall be made to the extent circumstances exist that reasonably indicates such changes are appropriate.

Upon receipt of a billing inquiry, charges involved in the disputed of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

1.16.2 Telephone inquiries may be directed to Navigator Telecommunications, LLC. at 888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC.
P.O. Box 13860
North Little Rock, AR 72113-0860

If a Customer is not satisfied with the Company's response to an inquiry he or she may appeal to the Arizona Corporation Commission for final resolution. The Commission may be contacted at:

Arizona Corporation Commission
Consumer Services Division
1200 West Washington Street
Phoenix, Arizona 85007
1-800-222-7000 (Phoenix Office)
1-800-535-0148 (Tucson Office)

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.16 Payment for Service, cont.****1.16.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.16 Payment for Service, cont.

1.16.4 Late Payment Charge

- A. A late payment charge of 1 1/2% applies to all billed balances which are not paid by the billing date shown on the next bill, unless the balance is \$15.00 or less.
- B. With respect to disputed bills resolved against the customer, the late payment penalty will apply where a disputed bill amount, or some portion thereof, is not paid within five working days or by the next month's bill date, whichever date is later.
- C. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.
- D. The late payment charge does not apply to the following:
 - 1. Billed amounts under dispute until the dispute is resolved against the customer.
 - 2. Bills rendered more than 10 days after bill date.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.17 Billing and Payment Procedures

- 1.17.1 Navigator Telecommunications, LLC. issues bills on a monthly basis with bills received by the Customer on or about the same day each month.
- 1.17.2 Navigator Telecommunications, LLC. will not alter the billing cycle unless affected Customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premise to another.
- 1.17.3 Navigator allows Customers 25 days from the bill date to pay the charges stated. If the charges remain unpaid for twenty-five days (25) from the bill date, such charges will be deemed delinquent.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.18 Cancellation of Application for Service**

- 1.18.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 1.18.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
- 1.18.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 1.18.4 The special charges described above will be calculated and applied on a case-by-case basis.

1.19 Interconnection

Service furnished by Navigator Telecommunications, LLC. may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Navigator Telecommunications, LLC.'s service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.20 Inspection, Testing, and Adjustment**

Upon suitable notice, the Company may also make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

1.21 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will obtain Commission approval regarding specific promotions and contests.

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SECTION 1 - RULES AND REGULATIONS, CONT.

1.22 Interruption of Service and Credit Allowances

- 1.22.1 For the purpose of applying this provision, the work interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
- 1.22.2 The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
- 1.22.3 No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power.
- 1.22.4 When service is interrupted for a period of at least 24 hours after notice by the customer to the Company, a credit allowance equal to 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.23 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of past due monies due the Carrier including legal and accounting expenses incurred by the Company's use of collection agencies or use of legal action. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

1.24 Service Implementation

Absent a promotional offering, service charges per service order will apply to new service orders or to orders to change existing service for the services listed in Section 3.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.25 Operator Services**

- 1.25.1 Navigator Telecommunications, LLC. will not bill for incomplete calls where answer supervision is available. Navigator Telecommunications, LLC. will not bill for incomplete calls and will remove any charges for incomplete calls upon (a) subscriber notification or (b) Navigator Telecommunications, LLC.'s knowledge.
- 1.25.2 The caller and billed party, if different from the caller, will be advised that Navigator Telecommunications, LLC. is the operator service provider at the time of the initial contact.
- 1.25.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 1.25.4 Only rates approved by this Commission for Navigator Telecommunications, LLC. shall appear on any local exchange telephone company (LEC) billings.
- 1.25.5 Navigator Telecommunications, LLC. shall be listed on the LEC billing if the LEC has multi-company billing ability.
- 1.25.6 Navigator Telecommunications, LLC. will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 1.25.7 Navigator Telecommunications, LLC. will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.25 Operator Services, cont.

- 1.25.8 Upon request, Navigator Telecommunications, LLC. will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 1.25.9 Navigator Telecommunications, LLC. will refuse operator services to traffic aggregators which block access to other companies.
- 1.25.10 Navigator Telecommunications, LLC. will assure that traffic aggregators will post and display information including: (1) that Navigator Telecommunications, LLC. is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

1.26 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.27 Directory Listings

- 1.27.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 1.27.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.
- 1.27.3 The listings of subscribers, either without charge or at a rate specified within this Tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.27 Directory Listings, cont.**

- 1.27.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 1.27.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 1.27.6 Generally, the listed address is the location of the subscriber's place of business.
- 1.27.7 Liability of the Company due to directory errors and omissions is as specified in Section 1.4 of this Tariff.
- 1.27.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation, which contracts for the service, or the name under which a business is regularly conducted.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.28 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariff, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

Special construction is construction undertaken:

- 1.28.1 Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 1.28.2 A type other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.3 Over a route other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.4 In a quantity greater than that which the Company would normally construct;
- 1.28.5 On an expedited basis;
- 1.28.6 On a temporary basis until permanent facilities are available;
- 1.28.7 Involving abnormal costs; or
- 1.28.8 In advance of its normal construction.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.29 Universal Emergency Telephone Number Service (911, E911)**

- 1.29.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database.
- 1.29.2 At the time the Company provides basic local service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 1.29.3 The Company will collect 911 surcharges and remit surcharge revenue to the appropriate governmental entity on a monthly basis.
- 1.29.4 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.29 Universal Emergency Telephone Number Service (911, E911), cont.**

1.29.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

1.29.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

Under the terms of this Tariff the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 – DESCRIPTION OF SERVICE**2.1 Product Descriptions Generally**

Navigator Telecommunications, LLC. will resell many of the underlying carrier's services for business and coin Customers of the incumbent local exchange carriers that are eligible for resale. Navigator Telecommunications, LLC. will also sell services for business Customers, including Virtual PBX service and certain optional business features.

2.1.1 Resold Services

Navigator Telecommunications, LLC.'s Resold Services are offered for local calling using the resold services of the ILEC.

Navigator Telecommunications, LLC. resells business, PBX trunks, and optional services of the ILEC.

For Qwest Service Areas, resold features associated with resold local exchange service will generally be priced according to rates established for such features in Qwest Corporation tariffs on file with the Commission. Some services, however, are not based on rates contained in Qwest tariffs and will be provided at rates determined by an analysis of Navigator's cost to provision such services. The rates for specific resold services are set forth in Section 3 – Rates.

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SECTION 2 - DESCRIPTION OF SERVICE, CONT.**2.2 Caller ID Language**

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted, where an executive officer of the agency registers with the telephone company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. Line blocking Customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code (*82 on their Touch-Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch-Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone. The blocking of Calling Party Number (CPN) will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly, by the transmission to a Caller ID Customer of a name or telephone number which the calling party of the Caller ID Customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.3 Local Service Areas

Navigator will match the Local Calling Areas as defined in Section 5.1 of Qwest Corporation's Exchange and Network Services Price Cap Tariff. These Local Calling Areas are as shown in Section 3.4.2 of this tariff.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.**2.4 Directory Listings**

For each Customer of Navigator Telecommunications, LLC.'s Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. See Section 3.17 for rates and regulations for directory listings.

2.5 Operator-Assisted Services

Operator-assisted services are provided to non-residential Customers on a pre-subscribed basis. Various billing arrangements are available with Navigator Telecommunications, LLC.'s operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Charges apply as stated in Section 3 as well as per call operator charges.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.**2.5 Operator-Assisted Services, cont.****2.5.1 Operator Dialed Surcharge**

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- A. Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Company network; and
- B. Calls where an operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Surcharge applies in addition to any other applicable operator charges.

2.5.2 Busy Verification and Interrupt Service**A. General**

At the calling party's request, the Company will verify a busy condition on a called line.

- 1. The operator will determine if the line is clear or in use and report to the calling party.
- 2. The operator will interrupt a call on the called line only if the calling party indicates an emergency and requests interruption.

B. Regulations

- 1. A charge will apply when the operator:
 - a. Verifies that the line is busy with a call in progress.
 - b. Verifies that the line is available for incoming calls.
 - c. Verifies that a called number is busy with a call and the caller requests interruption. The operator will interrupt the call advising the called party the name of the calling party. One charge applies for both verification and interruption.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.6 Directory Assistance

2.6.1 Customers and users of the Company's business calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Requests for telephone numbers which were omitted from the alphabetical directory as a result of Company error.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company to receive credit.
- D. Requests from individuals which certified visual of physical handicaps in which the handicap prevents the use of a local directory.
- E. Requests for address and zip code information where the subscriber has requested that they be omitted from listing.

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SECTION 2 - DESCRIPTION OF SERVICE, CONT.**2.7 Minimum Period of Service**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular approved rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 3 – RATES

3.1 General

The regulations set forth herein apply to intrastate services and facilities furnished within the State of Arizona by Navigator Telecommunications, LLC., hereinafter referred to as the Company, subject to the jurisdiction of the Arizona Corporation Commission.

The Company concurs in the rules and regulations applying to and governing Basic Local Exchange telephone service as set forth in the tariffs of Qwest Arizona on file with and approved by the Arizona Corporation Commission. Initially, Navigator will offer service only to business customers within the service area of Qwest. Navigator will offer business customers 10% off rates contained in Section 3 with the exception of rates shown in Sections 3.3, 3.7, 3.8, 3.9, 3.10, and 3.20.

Regulations, descriptions, scope of service, and rates for Public Access Line Service are as shown in Section 4 of this tariff.

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SECTION 3 – RATES, CONT.**3.2 Service Charges****3.2.1 Nonrecurring Charges****A. Terms and Conditions**

Unless otherwise shown, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made to the customer's request in the type or location of the facilities.

B. Charges**1. Nonrecurring charges do not apply to:**

- a. Move or change a customer's telephone service or equipment if required or initiated by the Company.
- b. Install, move, or change telephone equipment located on a customer's premises but used exclusively by the Company for maintenance or training activities.
- c. The "from" portion of work involved in a transfer of service and equipment from one premises to another.

2. Nonrecurring charges apply to:

- a. Change of billing name responsibility subsequent to the initial installation of service.

	Maximum Nonrecurring Charge
Each Billing Name Change – Business	\$12.75
Class of Service Change	41.25

3. The nonrecurring charges, where applicable, are shown with a given service as stated in each Tariff.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans****3.3.1 Premises Work Charges****A. Description**

Premises Work Charges are charges for work performed on the customer's side of the demarcation point by a Company employee or representative, at the customer's request. Chargeable time is labor which includes, but is not limited to, work preparation, actual work and cleanup. Time charges begin when a technician arrives on site.

Included in the Premises Work Charges category are Time Charges (which include a Premises Visit Charge), and the No Trouble Found Charge.

Time Charges are charges applicable for repair work, rewiring and installations of complex wiring. Chargeable time is labor which includes, but is not limited to, work preparation, actual work and cleanup.

B. Definitions**Additional Time Charge**

All 15 minute increments or fraction thereof beyond the first 30 minute increment of billable premises work performed on the customers premises.

Initial Time Charge

The first 30 minute increment or fraction thereof of billable premises work performed on the customers premises, which includes a Premises Visit Charge.

Premises Visit Charge

A charge per premises visit or series of visits by a Company technician to the customer premises for the purpose of performing billable premises work requested by the customer or customer's representative.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.1 Premises Work Charges, cont.****C. Terms and Conditions**

1. Premises Work Charges are in addition to other applicable rates and charges.
2. Premises Work Charges apply to all customer-requested:
 - a. Installations, moves, changes, removals, rearrangements and replacements of premises wire, per premises visit.
 - b. Maintenance
 - c. Repair visits for replacement or repair of customer inside wire.
 - d. Replacement of wire not installed in accordance with technical standards.
 - e. Prewiring
3. A Premises Visit Charge is in addition to all applicable Premises Work Charges.
4. Only one Initial Time Charge (which includes one Premises Visit Charge) will apply when, for Company initiated reasons, more than one Company technician or representative is involved in performing premises work on the same premises. Only Additional Time Charges apply for work performed by the additional technicians or representatives.
5. Except as specified in 4., preceding, one Initial Time Charge, one Premises Visit Charge and any Additional Time Charges, will apply per Company technician or representative when performing premises work on the same premises, per premises visit.
6. Time Charges (which includes one Premises Visit Charge) apply separately for each premises involved per service call, when billable premises work is performed on premises wire. Such charges are due and payable when billed.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.1 Premises Work Charges, cont.****C. Terms and Conditions, cont.**

7. Premises Work Charges do not apply to the following work:
 - a. To move or change a customer's telephone service if required or initiated by the Company.
 - b. To install, move, or change telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
 - c. The "from" portion of work involved in a transfer of service from one premises to another.
 - d. Disconnection of access line services providing no work subject to Premises Work Charges is involved.
 - e. Repair service except as stated otherwise.
8. Business customers may request an estimate or a firm bid before ordering wire installation work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual Premises Work Charge incurred. When a firm bid is provided at the customer's request, the charge to be billed is the amount quoted to the customer for the work requested.
9. When a customer with or without a subscription to the Company Premises Wire Maintenance Plan requests the Company to make a repair or trouble isolation technician visit to the customer's premises to test the central office line up to the demarc or to check the inside wiring, and the line tests clear, no trouble is found in the inside wiring, or trouble is found in customer CPE, the customer will be charged a No Trouble Found Charge as shown in Section 3.3.1.D.3. Customers will be notified of this potential charge prior to dispatch.

When a customer subscribes to the Company Premises Wire Maintenance Plan and trouble is found in the inside wiring, no time or trip charges apply.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.1 Premises Work Charges, cont.****D. Charges****I. Business****a. Time and Material Charges (Maintenance/Repair and complex wire installation)**

	USOC	Maximum Nonrecurring Charge ¹
<u>Schedule I</u> Applicable to work performed during regularly scheduled business hours - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD11 HRDA1	\$127.50 45.00
<u>Schedule II</u> Applicable to work performed at hours other than Schedule I ² - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD12 HRDA2	142.50 52.50
<u>Schedule III</u> Applicable to work performed on holidays. - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD13 HRDA3	157.50 60.00

b. Premises Visit Charge³

	USOC	Maximum Nonrecurring Charge
Per visit	NRTCY	\$37.50

¹ The Nonrecurring Charge includes a \$25.00 Premises Visit Charge.

² Schedule II work is performed between 5:00 pm and 8:00 am on regularly scheduled business days and on weekends, excluding holidays.

³ The Premises Visit Charge is included in the Initial 30 Minute Increment of all Time Charge Schedules

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.1 Premises Work Charges, cont.****D. Charges, cont.****2. Holidays subject to Schedule III Business Charges are:**

Holidays	Day Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

3. No Trouble Found Charge

		Maximum Nonrecurring Charge¹
	USOC	
Business	LTESX	\$142.50

¹ The Nonrecurring Charge includes a \$25.00 Premises Visit Charge.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.2 Business Maintenance Plan

A. General

Business NWIRE Service provides for inside wire maintenance, trouble isolation and repair services for business customers as specified below.

B. Terms and Conditions

1. Business NWIRE Service is subject to a minimum billing period of one month.
2. Coverage of this Plan will commence for all new wire maintenance customers without delay on the completion date of a service order as noted on the customer's service record. However, the Plan does not cover trouble which exists prior to establishing telephone service or prior to establishing the Plan. Existing wire maintenance customers moving to a different address may subscribe to the plan without delay; however, at least one jack must be working at the time the service is established. Installation of new jacks and wiring or rewiring of existing jacks will be at Time and Material charges as specified in Section 3.3.1.D of this tariff.

C. Business NWIRE Service

1. Description

Business NWIRE Service provides for the following:

- a. Noncomplex coverage which includes isolation and maintenance of the inside wire and jacks within the individual business suite. If possible, the Company will cut to clear in riser or intrabuilding cable.
- b. Complex coverage which includes isolation and maintenance of the inside wire from the inside terminal or MPOP to the common equipment jack. If possible, the Company will cut to clear in riser or intrabuilding cable.
- c. Waiver of Premises Work Charges when trouble is isolated to the customer-provided equipment.

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SECTION 3 – RATES, CONT.

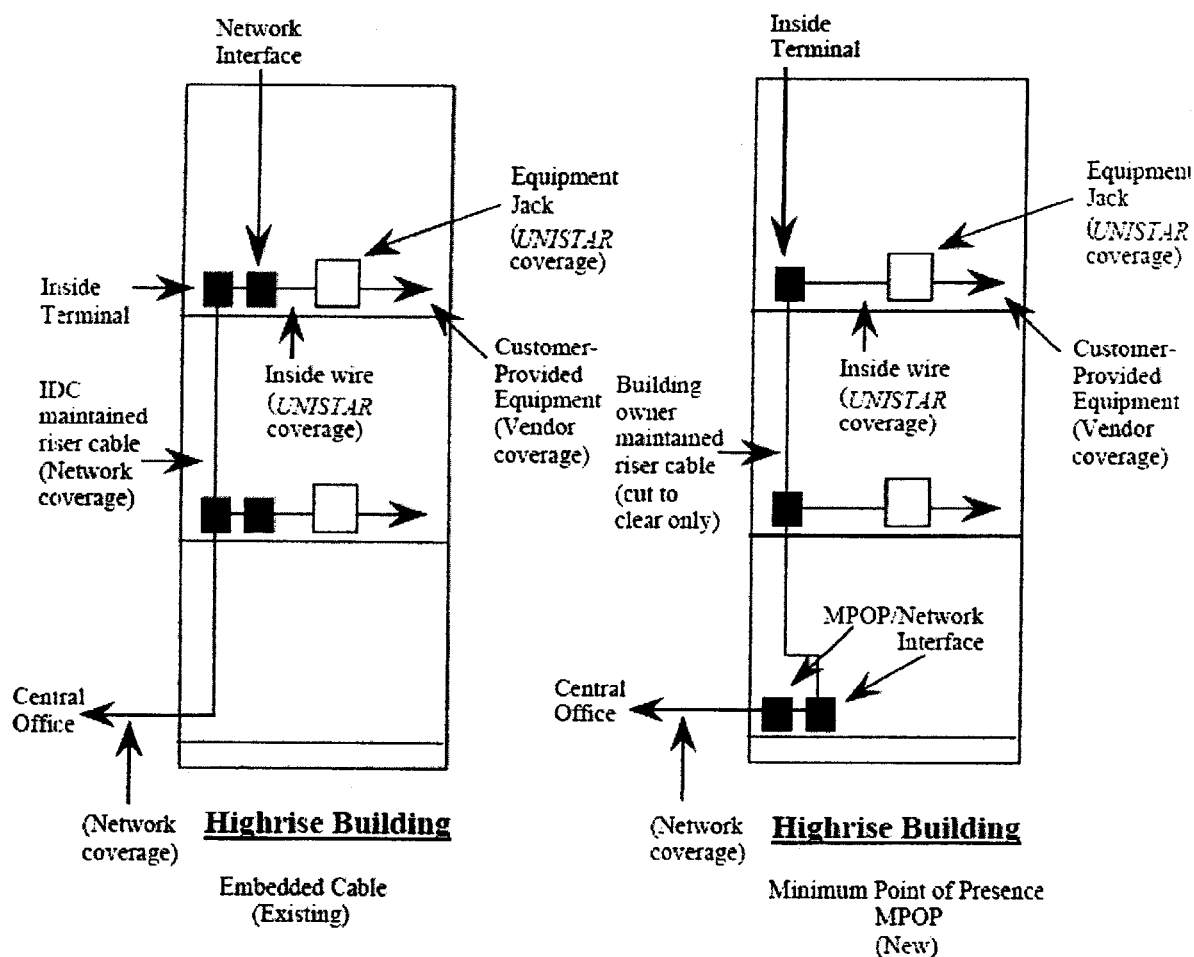
3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.2 Business Maintenance Plan, cont.

D. Illustrations¹

1. The following illustration exemplifies the network coverage, Business NWIRE Service coverage, and Customer/Vendor coverage.

NONCOMPLEX COVERAGE



¹ All references to UNISTAR service apply to NWIRE service.

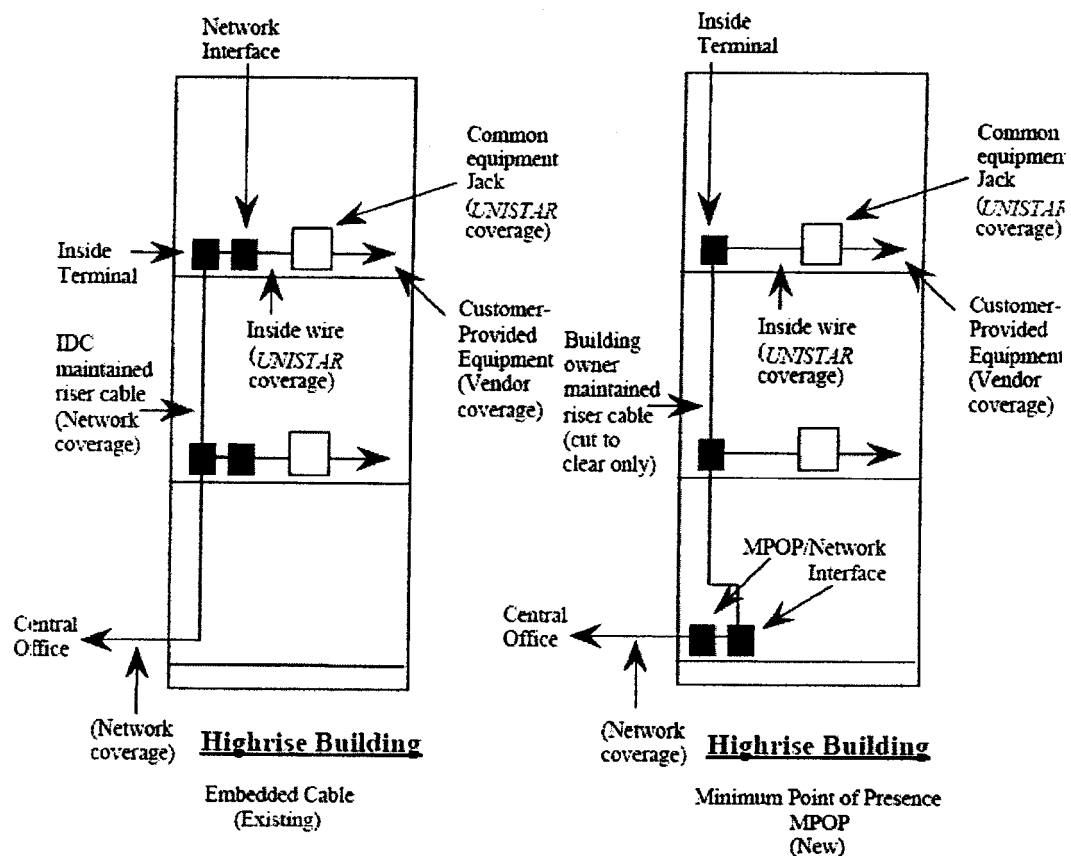
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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.2 Business Maintenance Plan, cont.****D. Illustrations¹, cont.**

1. The following illustration exemplifies the network coverage, Business NWIRE Service coverage, and Customer/Vendor coverage.

COMPLEX COVERAGE

¹ All references to UNISTAR service apply to NWIRE service.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.2 Business Maintenance Plan, cont.****E. Rates and Charges**

Service	USOC	Maximum Monthly Rate
Business NWIRE Service - Per line termination, each	USPIX	\$9.38

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SECTION 3 – RATES, CONT.

3.4 Exchange Services

3.4.1 Exchange Areas

The Company develops exchange service areas to establish service within a defined geographical area.

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SECTION 3 – RATES, CONT.

3.4 Exchange Services, cont.

3.4.2 List of Exchange Areas and Local Calling Areas

A. Description

Local calling refers to calls placed to telephone numbers where message toll charges do not apply. This includes calls places within an exchange as well as between two or more exchanges that are part of the local calling area as shown below.

B. Local Exchange and Local Calling Areas

<u>Exchange Area</u>	<u>Exchange Area/Wire Center Included In The Local Calling Area</u>
Ash Fork	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Bisbee	Bisbee, Douglas, Sierra Vista, Tombstone and (Elfrida) ¹
Cameron	Cameron, Ash Fork, Flagstaff, Munds Park and Williams
Camp Verde	Camp Verde, Cottonwood and Sedona
Casa Grande	Casa Grande, Coolidge, Eloy, Florence and Maricopa
Chino Valley	Chino Valley, Humboldt, and Prescott; (Millsite) ¹
Coolidge	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	Cottonwood, Camp Verde and Sedona
Douglas	Douglas, Bisbee, Sierra Vista, Tombstone and (Elfrida) ¹
Eloy	Eloy, Casa Grande, Coolidge, Florence and Maricopa
Flagstaff	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Globe	Globe, Miami and (San Carlos) ¹
Green Valley	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail
Humboldt	Humboldt, Chino Valley, Prescott; (Millsite) ¹
Joseph City	Joseph City and Winslow
Marana	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	Maricopa, Casa Grande, Coolidge, Eloy, and Florence
Miami	Miami, Globe and (San Carlos) ¹
Munds Park	Munds Park, Ash Fork, Cameron, Flagstaff and Williams
Nogales	Nogales and Patagonia
Page	Page and Glen Canyon City
Patagonia	Patagonia and Nogales

¹ Denotes other company exchanges.

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.2 List of Exchange Areas and Local Calling Areas****B. Local Exchange and Local Calling Areas, cont.**

<u>Exchange Area</u>	<u>Exchange Area/Wire Center Included In The Local Calling Area</u>
Phoenix Metropolitan	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McClintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Peak, Queen Creek, Rio Verde, Scottsdale, Shea, Sunnyslope, Sunrise, Superstition, Tempe, Thunderbird, Tolleson, Whitetanks; (Lake Pleasant, Granite Mountain and Saddleback) ¹
Pima	Pima and Safford
Prescott	Prescott, Chino Valley, Humboldt; (Millsite) ¹
Robles	Robles, Coronado, Green Valley, Marana, Tubac, Tucson and Vail
Safford	Safford and Pima
Sedona	Sedona, Camp Verde and Cottonwood
Sierra Vista	Sierra Vista, Bisbee, Douglas, Tombstone and (Elfrida) ¹
Tombstone	Tombstone, Bisbee, Douglas, Sierra Vista and (Elfrida) ¹
Tubac	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	Vail, Coronado, Green Valley, Marana, Robles, Tubac and Tucson
Wellton	Wellton and Yuma
Wickenburg	Wickenburg, Yarnell and (Aguila) ¹
Williams	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	Winslow and Joseph City
Yarnell	Yarnell, Wickenburg and (Aguila) ¹
Yuma	Yuma and Wellton

¹ Denotes other company exchanges.

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.3 Classes of Service Offered in an Exchange Area**

- A. All exchanges offer Flat Rate Service.
- B. The following table lists all the exchange areas and the available services in each area.

Exchange Area	Business (B) Individual Line
Ash Fork	B
Benson	B
Bisbee	B
Cameron	B
Camp Verde	B
Casa Grande	B
Chino Valley	B
Coolidge	B
Coronado	B
Cottonwood	B
Douglas	B
Eloy	B
Flagstaff	B
Florence	B
Gila Bend	B
Globe	B
Grand Canyon	B
Green Valley	B
Hayden	B
Humboldt	B
Joseph City	B
Marana	B
Maricopa	B
Miami	B
Munds Park	B
Nogales	B
Page	B
Patagonia	B
Payson	B
Phoenix Metro Exchange, including all wire centers listed in Section 3.4.2.	B
Pima	B

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.3 Classes of Service Offered in an Exchange Area, cont.**

- B. The following table lists all the exchange areas and the available services in each area, cont.

Exchange Area	Business (B) Individual Line
Prescott	B
Robles	B
Safford	B
San Manuel	B
Sedona	B
Sierra Vista	B
Superior	B
Tombstone	B
Tubac	B
Tucson	B
Vail	B
Wellton	B
Whitlow	B
Wickenburg	B
Willcox	B
Williams	B
Winslow	B
Yarnell	B
Yuma	B

3.4.4 Local Service Increments.**A. Exchange Zone Increment**

- The increment shown below is applicable to exchange service furnished within exchange zones and is in addition to the local exchange service rates shown in Section 3.5.
- Monthly Increment Per Access Line

Exchange Zone Number	Maximum Exchange Zone Increment	USOC Rate Variation
1	\$1.50 ¹	U1
2	4.50 ¹	U2

¹ Exchange Zone Increments do not apply in the Phoenix area.

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SECTION 3 – RATES, CONT.

3.5 Local Exchange Service

3.5.1 General

- A. The provision of local exchange service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this Tariff.
- B. The rates and charges as quoted herein for local exchange service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to a CO of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange.
- C. Application of Business Rates
 - 1. Service is classified as business service and business rates apply when any of the following conditions exist:
 - a. When the service is furnished at a location where a business, trade or practice is performed and where use of the location is not confined primarily to domestic activities.
 - I. Service for social clubs (e.g., Elks, VFW, Eagles, etc.) will be considered business service.
 - b. When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.1 General, cont.****D. Nonrecurring Charges**

The nonrecurring charge is a one-time charge associated with a given service or item of equipment which applies on a per-service and/or per-item basis each time the service or item of equipment is provided.

1. Nonrecurring charges do not apply:

- a. To change a customer's mailing address;
- b. To move a drop for maintenance reasons

E. The following nonrecurring change charge applies for changes at the customer's request, unless otherwise specified.

	Maximum Nonrecurring Change
To change class of service from: - Residence to business	\$61.88

F. All local operator-handled calls will be assessed the same charges as shown in Section 3.8. Discounts do not apply to the surcharge for operator-handled local calls.

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.2 Flat Rate Service**

This service entitles customers to an unlimited number of calls within the local calling area. Incremental charges, as shown in Section 3.4.4., apply to service outside the exchange base rate area.

A. Rates and Charges

1. The nonrecurring charge associated with the provision of flat rate service applies:

- a. To install each access line.

2. Business Flat Rate Service

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Individual Line, each	1FB	\$63.75	\$45.60
Additional individual line, each	AFK	63.75	45.60

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.3 HOME BUSINESS LINE (HBL)SM Service****A. Description**

HOME BUSINESS LINE (HBL)SM is a flat rated business voice service which includes the functionality of Custom Ringing and business listings. Custom Ringing and business listings are integrated components of HBLSM service. Customers subscribing to this service access the network via a flat business line.

B. Terms and Conditions

1. HBLSM service is offered for small business customers and is only available to businesses operating in a residence location as described in Section 3.5.1.C. It is not available to businesses operating in commercial business locations.
2. HBLSM is offered as a business class of service that gives subscribing customers the opportunity to enhance their telephone service to a business class of service allowing for a business listing without losing their residence number or residence listing. This service offering, which includes one Custom Ringing option, allows the customer to know whether an incoming call is business or personal.
3. HBLSM service also includes a primary business listing. The business listing will appear on Directory Assistance and in the white and yellow page directories. The residence listing will appear on Directory Assistance and in the white pages. This allows the home based business to maintain its residence identity. Additional listings may be purchased at rates and charges and under terms and conditions specified in Section 3.17.
4. To change class of service from residence individual exchange access line to HBL service, the nonrecurring charge shown in Section 3.5.1.E applies.
5. Additional features to HBLSM service may be purchased at business rates and charges and under terms and conditions specified in other sections of the tariff or specified elsewhere.

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.3 HOME BUSINESS LINE (HBL)SM Service, cont.****C. Rates and Charges**

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
HOME BUSINESS LINE SM , each	BHS	\$63.75	\$54.06

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SECTION 3 – RATES, CONT.**3.6 Touch-Tone Calling Service****3.6.1 Description**

- A. Touch-Tone Calling Service is a distinctive type of telephone service using audible voice frequency tones to actuate the CO equipment.

3.6.2 Terms and Condition

- A. Touch-Tone Calling Service is furnished only in CO areas where Touch-Tone CO equipment is available. COs will be equipped for touch-tone operation at the discretion of the Company and in accordance with regular engineering practices.
- B. Touch-Tone Service will be provided in connection with all classes of service.
- C. If any lines in a multiline telephone system are equipped for Touch-Tone Service, then all lines should be equipped for Touch-Tone Service.

3.6.3 Rates and Charges

USOCs associated with Touch-Tone Service are as follows:

	USOC	Nonrecurring Charge	Monthly Rate
Business, per line	TTB	-	-

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SECTION 3 – RATES, CONT.**3.7 Business - Bundled Service Offerings****3.7.1 SmartTime Unlimited for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown in D below. Touch tone calling is included as part of this offering.

B. Regulations

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
3. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

C. Rates and Charges

1. SmartTime Unlimited for Business – Recurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$159.98

2. SmartTime Unlimited for Business – Nonrecurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$100.00

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SECTION 3 – RATES, CONT.**3.7 Business - Bundled Service Offerings, cont.****3.7.1 SmartTime Unlimited for Business, cont.****D. Available Features¹**

Service	USOC
Abbreviated Access, one-digit - Each line arranged	EV4
Abbreviated Access, two-digit - Each line arranged	EV8
Call Forwarding - Busy Line (expanded) - Busy Line (external) - Busy Line (overflow) - Busy Line/Don't Answer (expanded) - Busy Line (external)/Don't Answer - Busy Line (overflow)/Don't Answer - Busy Line (programmable) - Don't Answer - Don't Answer (expanded) - Don't Answer (programmable) - Variable - No call completion option	FBJ EVB EVO FVJ EVF EVK ERB EVD FDJ ERD ESM FOQ
Call Rejection	NSY
Call Transfer	EO3
Call Waiting	ESX
CALLER ID WITH PRIVACY+ SM	N6S
Caller Identification – Name and Number	NNK
Caller Identification – Number	NSD
Continuous Redial	NSS
Dial Call Waiting	WDD
Dial Lock	OC4
Directed Call Pick Up	PUN
Directed Call Pick Up with Barge-In	PUQ
Distinctive Alert	DHA
Do Not Disturb	D7T
Easy Access	SQAVX
Hot Line	HLA
Last Call Return	NSQ
Priority Call	NSK

¹
SMSee Section 3.11 for feature descriptions.
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SECTION 3 – RATES, CONT.**3.7 Business - Bundled Service Offerings, cont.****3.7.1 SmartTime Unlimited for Business, cont.****D. Available Features¹, cont.**

Service	USOC
Remote Access Forwarding	AFD
Scheduled Forwarding	ATF
SECURITY SCREEN SM	RV1
Selective Call Forwarding	NCE
Selective Call Waiting	S7W, S7Y
Speed Calling, 8-number capacity	E8C
Speed Calling, 30-number capacity	E3D
Talking Call Waiting	TW1
Three-Way Calling	ESC
Warm Line	WLS

¹
SM

See Section 3.11 for feature descriptions.
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SECTION 3 – RATES, CONT.**3.7 Business - Bundled Service Offerings, cont.****3.7.2 SmartTime for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local calling. Long distance calling is billed at \$.055 per minute. The customer may choose an unlimited number of features as shown in Section 3.7.1.D above. Touch tone calling is included as part of this offering.

B. Regulations

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Long distance calls for business customers at \$.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

C. Rates and Charges

1. SmartTime for Business – Recurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$139.98

2. SmartTime for Business – Nonrecurring Charge, per line

	Maximum Charge
Phone Line Installation Fee	\$100.00

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SECTION 3 – RATES, CONT.**3.8 Operator Services****3.8.1 Local Operator Service Surcharges****A. Class of Calls**

Charges apply according to the class of call the calling person selects as defined below.

1. Dial Station-to-Station

Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment. Dial Station-to-Station also applies when the operator:

- a. Records the calling telephone for areas without recording equipment.
- b. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- c. Places a call for a calling person who is identified as being disabled and is unable to dial the call because of that disability.
- d. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.
- e. Records a special identification number, issued by the Company for its billing purposes to students who reside in dormitories of colleges or universities equipped for School Centrex Service, for a call placed from a dormitory station.

2. Payphone - Dial Station-to-Station

Applies to calls placed from pay telephones, utilizing Smart Public Access Line (PAL), when station-to-station calls are dialed and paid by the calling person with no assistance from the operator.

3. Customer-Dialed Calling Card (Mechanized)

Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired, and the calling card or special billing number without the assistance of an operator. This also applies to calls placed from PALs.

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SECTION 3 – RATES, CONT.**3.8 Operator Services, cont.****3.8.1 Local Operator Service Surcharges, cont.****A. Class of Calls, cont.**

Charges apply according to the class of call the calling person selects as defined below, cont.

4. Customer-Dialed Calling Card (Operator-Assisted) Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired and operator assistance is limited to the operator entering the calling card. This also applies to calls placed from PALs.
5. Operator-Assisted Station-to-Station Applies when calls are completed with the assistance of an operator. Examples of these calls include collect, billed to another telephone number, connect to directory assistance, and sent paid, except in 1., 3., and 4., preceding and 6., following. This also applies to calls placed from PALs.
6. Operator-Assisted Station-to-Station Inmate

Applies to all non-sent paid collect calls originating from correctional facilities.
7. Operator-Assisted Person-to-Person Applies when a calling person names the particular party to be reached by an operator. This also applies to calls placed from PALs. The party may be a person, station, department or office reached through a PBX attendant. Person-to-person also applies when the calling person cannot speak to the intended person or station but agrees to speak to someone else or requests an operator to make arrangements with a person to receive a call at a specified time.

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SECTION 3 – RATES, CONT.**3.8 Operator Services, cont.****3.8.1 Local Operator Service Surcharges, cont.****A. Class of Calls, cont.****8. Charges****a. Payphone Surcharge**

Applies to all carried non coin calls (i.e. billed to a third party, calling card, or collect) placed from pay telephones. This charge is in addition to all other applicable charges.

b. The following charges are in addition to other applicable rates shown in this tariff.

	Maximum Charge Per Call
Customer-Dialed Calling Card (Mechanized)	\$3.00
Customer-Dialed Calling Card (Operator-Assisted)	4.50
Operator-Assisted Station-to-Station	
- Inmate	2.18
- Partially Assisted	3.45
- Fully Assisted	5.70
Operator-Assisted Person-to-Person	
- Partially Assisted	6.75
- Fully Assisted	9.00
Payphone Surcharge	0.75

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SECTION 3 – RATES, CONT.**3.9 Local Operator Verification and Interrupt Service****3.9.1 Description**

Customers may obtain assistance in determining if a called line is in use (herein called verification) or in interrupting a communication in progress (herein called interrupt) by calling the "0" operator.

3.9.2 Terms and Conditions

- A. A verification charge applies each time the operator verifies a called line.
- B. An interrupt charge applies each time an operator interrupts a communication that is in progress on the called line.
- C. Verification and interrupt service is furnished where and to the extent that facilities permit.
- D. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted communication or any person.
- E. If an operator both verifies the condition of the line and interrupts a communication on the same request, only the interrupt charge applies.
- F. The charge for interrupt applies whenever the operator interrupts the communication even if one or the other parties interrupted refuses to terminate the communication in progress.
- G. Charges for verify/interrupt service may be billed to a calling card, special billing number or third number. Charges may not be billed on a collect basis.
- H. The charges for verify/interrupt service are in addition to any applicable rates, i.e., operator assistance charges. Unused Directory Assistance allowances will not be applied against these charges.
- I. If the line is cleared as the result of interrupt, and the operator completes the call at the calling party's request, the applicable operator assistance charge applies in addition to the interrupt charges.

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SECTION 3 – RATES, CONT.**3.9 Local Operator Verification and Interrupt Service, cont.****3.9.2 Terms and Conditions, cont.**

- J. The verify charge will not apply if the number verified is not in use and the operator completes the call. See Section 3.8 for applicable operator assistance charges.
- K. No verification or interrupt charge will apply if the requesting customer identifies that the call is from an authorized Public Emergency Agency. An authorized Public Emergency Agency is defined as a government agency which is operated by the Federal, State or local government and has the capability and legal authority to provide prompt aid to the public in emergency situations.
- L. No charge will apply when the operator encounters a trouble condition or has reason to believe a trouble condition exists.
- M. Requests which originate from stations equipped with CUSTOMNETSM Service will be completed and billed subject to applicable screening restrictions in addition to the regulations shown herein.
- N. Verification and Interrupt Service is available only on an alternately billed basis (e.g. billed to a credit card) for Basic PALs.
- O. Person-to-Person service is not offered.

3.9.3 Rates

	Maximum Charge
Verification, per request	\$4.50
Interrupt, per request	9.00

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SECTION 3 – RATES, CONT.

3.10 Directory Assistance

3.10.1 Directory Assistance Service

A. General

1. The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.
2. The charges set forth, following, apply when customers of the Company request assistance in determining telephone numbers of:
 - a. A person who is located in the same local service area, or
 - b. A person who is not located in the same local service area but who is located within the state for which the Company furnishes Centralized Directory Assistance Service.
3. If a customer abuses or fraudulently uses Directory Assistance service, the appropriate Directory Assistance charges may be assessed on that customer's telephone account.
4. A caller may request a maximum of two telephone numbers for each call to Directory Assistance.
5. Call completion is provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided from Public Access Lines on an alternately billed basis and where facilities permit. Appropriate service charges listed in Section 3.8 apply in addition to the Directory Assistance Service charge.
6. Directory Assistance Service charges do not apply to requests originating from telephone services the Company has determined are used on a continuing basis by person(s) certified incapable of using a published telephone directory. A nonrecurring charge does not apply to establish or remove Directory Assistance Service exemption.

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SECTION 3 – RATES, CONT.**3.10 Directory Assistance, cont.****3.10.1 Directory Assistance Service, cont.****B. Allowances**

1. A customer is allowed one directly dialed Directory Assistance call per month at no charge for each central office line or trunk, excluding PALs.
2. Call allowances are not transferable between separate accounts of the same customer.

C. Charges

1. In locations, including Public Access Lines, where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator assisted station-to-station call, the appropriate charge, as shown in Section 3.8, apply in addition to the Directory Assistance charge.

	Maximum Charge
Each call dialed directly by customer	\$1.73
Each call placed from Public Access Line	
- Direct Dial	0.90
- Alternatively Billed	1.73

2. Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use includes obtaining, attempting to obtain, or assisting others to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or devise whatsoever, with attempt to avoid payment, in whole or in part, of the charge for this service. In addition to any other action authorized by this Tariff, the Company may, in cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the customer's telephone account.

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SECTION 3 – RATES, CONT.**3.10 Directory Assistance, cont.****3.10.2 National Directory Assistance Service****A. Description**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service areas.

B. Terms and Conditions

1. There are no call allowances or exemptions for National Directory Assistance customers.
2. If a customer dials Directory Assistance for the purpose of obtaining a National Directory Assistance listing and also asks for a listing within their local Directory Assistance service area, the charge in C. below applies.
3. A maximum of two requested telephone numbers are allowed per call.
4. This service may be alternately billed. Appropriate service charges listed in Section 3.8 apply in addition to the National Directory Assistance charge.

C. Charges

1. Charges apply to each call placed to National Directory Assistance from a Payphone.
2. In locations, including payphones, where the customer has the capability to direct dial National Directory Assistance but places a call to the National Directory Assistance service attendant via an operator, the operator handled service charges as shown in Section 3.8 apply in addition to the following Directory Assistance Charge.

	Maximum Charge
Each call dialed directly by customer	\$1.73

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service****3.11.1 Description**

Custom Calling Services include one or more of the following features.

3.11.2 DefinitionsAbbreviated Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one digit or Abbreviated Access, two digit.

The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number. This option is not available to business customers who subscribe to the Business - Bundled Service Offerings as shown in Section 3.7.

Call Curfew

Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer.

When the feature is activated, incoming calls will be blocked and the calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur. Calls placed to 911 are not affected.

Call Forwarding – Busy LineExpanded Forwarding

Allows a customer to have an incoming call forwarded to another predetermined number in a different central office switch if the called number is busy.

External Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy.

Overflow Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number within the customer's central office switch if the called number is busy.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Call Forwarding – Busy Line/Don't Answer****Expanded Forwarding**

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

External Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).

Overflow Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or does not answer.

Call Forwarding – Busy Line (Programmable)

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Call Forwarding – Don't Answer

Allows a customer to have incoming calls forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

Expanded Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

Call Forwarding – Don't Answer (Programmable)

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Call Forwarding – Variable**

Enables the customer to forward incoming calls to another number by dialing a code, plus the number to receive the call. Call Forwarding-Variable for PBX and Horizon customers will only work on one trunk at a time. The feature will also remove that trunk from rotary hunting service during its use.

An option is also available that allows a customer to activate the feature without completing a call to the forward-to number.

Call Rejection

Enables a customer to reject call attempts from up to fifteen numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Call Waiting**

When a customer is talking on the telephone, a short spurt of tone signals that a call is waiting. The tone is heard only by the Call Waiting customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered. The customer can alternate between calls by flashing the switchhook.

Where facilities and equipment permit, customers who have a line equipped with Call Waiting and Call Forwarding Don't Answer and/or Call Forwarding Busy Line, will be provided a feature so that Call Forwarding Don't Answer and/or Call Forwarding Busy Line forwards an incoming call to the number designated by the customer when the incoming call is not answered in response to the Call Waiting tone.

A customer with Caller Identification may also receive name and/or number information on a call that is waiting (USOC: N2W). The customer must have the appropriate CPE.

A customer who subscribes to Call Waiting may enhance service to separately identify local and long distance calls. Different tones will distinguish the two types of calls, whether at the initial ring cycle or in the call waiting mode. There is no additional charge for this Long Distance Alert feature enhancement, nor will the Company charge to add this feature.

A customer who subscribes to Call Waiting may also enhance service by adding Talking Call Waiting to their line. Talking Call Waiting is an enhancement that provides an audible announcement of the incoming caller's name. The audible announcement consists of the regular Call Waiting tone followed immediately by the calling party's name.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Caller ID With Privacy +SM**

Includes the Caller Identification-Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.

Callers placing a call from a private or blocked telephone number to a CALLER ID WITH PRIVACY+SM customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line.

When the calling party records their name, the service will call the CALLER ID WITH PRIVACY+SM customer and the Caller ID unit will display "PRIVACY+SM" which identifies that the call is from the CALLER ID WITH PRIVACY+SM service. The customer will also hear a distinctive ring unless they subscribe to Custom Ringing. If the customer answers the call from the CALLER ID WITH PRIVACY+SM service, they will hear the recorded name and may then choose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call or if they subscribe to Voice Messaging, they can direct the original call to their mailbox.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Caller Identification – Name and Number**

Allows for automatic delivery of a calling party's name and telephone number (including non-published and non-listed telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown in the Company's records. The Company in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business subscribers where technically feasible.

Caller Identification – Number

Allows for the automatic delivery of a calling party's telephone number (including non-published and non-listed telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible.

Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Dial Call Waiting

Allows a customer with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.**Dial Lock

Allows a customer the ability to manage their outbound calls (local, local long distance, and toll) by selectively blocking different types of calls placed from their line. This service will allow blocking to: all non-emergency local calls; long distance calls; international calls; operator assisted; toll free; information services; and directory assistance calls. The customer will select the types of calls to have blocked. Customers may override the blocking at anytime through a personalized assigned PIN code.

Directed Call Pick Up

Allows a customer to answer a call, during the ringing cycle, that is directed to another line, by dialing a preset code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Directed Call Pick Up with Barge-In

Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a preset access code and telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Distinctive Alert

Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

Do Not Disturb

Allows a customer to prevent the ringing of the telephone. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. If the customer has messaging service the caller may stay on the line and leave a message.

Easy Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated two digit code. The dialing code is *98.

Hot Line

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

I-CALLEDSM

I-CALLEDSM allows callers who encounter a “ring no answer” condition to record their name and telephone number for future delivery to the called party. The service provides a voice prompt for the caller to enter a touch-tone command. Once callers record their name and number, I-CALLEDSM will attempt to deliver the information to the called party by calling the called party periodically for a predetermined number of days, or until the called party answers, whichever comes first. When the called party answers the I-CALLEDSM call, the recorded information will be played through twice to ensure the called party hears the information. The called party will also have the opportunity to replay the message if needed. This service is billed to the calling party on a per use basis

Last Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the calling party's number. If the calling party's number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited time period. A tone alerts the customer when the called line is available. Service is on a usage or subscription basis.

Last Call Return customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible; and to monthly (subscription) customers only.

NO SOLICITATIONSM

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors “do-not-call” list. NO SOLICITATIONSM automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily and it may be disabled by the customer at any time, if desired. A caller may press one, or stay on the line to complete the call connection. Subscribers to this feature have the option of establishing a “Privileged Caller List” (PCL) consisting of up to 25 numbers. A caller whose number appears on the PCL will bypass the recorded message.

Priority Call

Allows a customer to assign a maximum of fifteen callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Remote Access Forwarding (Call Forwarding)**

A function which allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number.

SECURITY SCREENSM

Provides the customer with the ability to screen private and unidentified calls that are placed to their number. A customer who subscribes to SECURITY SCREENSM must also subscribe to Caller Identification – Name and Number.

Callers placing a call from a private or blocked telephone number to a SECURITY SCREENSM customer will hear a series of prompts asking them to unblock their line or enter a telephone number for delivery to the called party. Callers placing a call from an unidentified number will be asked to enter a telephone number for identification purposes. The SECURITY SCREENSM customer will hear a distinctive ring if the calling party input the data passed unless they subscribe to Custom Ringing Service.

Unidentified callers will hear a message indicating that the person they are calling does not accept unidentified calls. The calling party will be told to hang up if they are a solicitor. All other callers will be asked to input the telephone number they are calling from. Once the calling party unblocks their line or enters a telephone number, they will be connected directly to the SECURITY SCREENSM customer. The Caller ID unit will display one of the following:

- If the call is private or unavailable and the caller enters a ten-digit number from within Navigator's service territory that is the same as the calling number, the display will carry the telephone number and the caller's name with an (*).
- If the call is private or unavailable and the caller enters a private ten-digit number that is different from the calling number, the display will show SECURITY SCREENSM and the number the caller input.
- If the call is private or unavailable and the caller enters a ten-digit number outside of Qwest's territory, the display will read SECURITY SCREENSM and the number the caller input.
- If the call is private or unavailable and the caller inputs one to nine digits (e.g. 2345), the display will read SECURITY SCREENSM and the number the caller input backfilled with zeros (000-000-2345).

A caller who chooses not to unblock their line or enter a number will be advised that their call could not be completed and the call will be terminated.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Scheduled Forwarding**

A function which allows all incoming calls to be forwarded to another telephone number. It allows a customer to remotely change the termination of their incoming calls and base the termination upon a time schedule. From any tone signaling telephone, the customer can activate, deactivate, or change the times, days and destination numbers.

Selective Call Forwarding

Allows a customer to specify a special list of a maximum of fifteen telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

Selective Call Waiting

Includes the Call Waiting or Call Waiting Identification functionality and, in addition, allows the customer to establish and modify a list of telephone numbers that trigger the Call Waiting tone when the customer's line is in use. Calls from telephone numbers not on the list, or calls from unidentified callers will either hear busy tone when the customer's line is busy or if the customer subscribes to Voice Mail service, the call will be routed to the customer's mailbox.

Speed Calling

Enables the customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Calling is available with an 8 or 30 telephone number capacity.

Three-Way Calling

Enables a customer to add a third customer on an established local or long distance connection without operator assistance. The third customer may be called by the customer initiating the Three-Way Calling on either a local or long-distance basis.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.2 Definitions, cont.****Receptionist**

Allows the customer to control the disposition of incoming calls while in an offhook condition via a visual display unit.

Additionally, it allows for the automatic delivery of a calling party's name and/or telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible.

Warm Line

Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.3 Terms and Conditions**

- A. Custom Calling Services are furnished only in CO areas where adequate and suitable facilities are available. COs will be equipped for Custom Calling Services at the discretion of the Company and in accordance with regular engineering practices.
- B. The services will be provided only in connection with individual business access line service.
- C. At the time of a number change for Company reasons, existing business lines may be equipped for one or more Custom Calling features without a nonrecurring charge.
- D. Flat or Measured service equipped for Call Forwarding Features are assessed regular long distance message charges for each call forwarded on a long distance basis. Measured Rate Service equipped for Call Forwarding features are assessed usage charges for each call forwarded on a local basis.
- E. Due to technical limitations, customers who subscribe to Abbreviated Access, one-digit may not purchase an additional Abbreviated Access, one-digit or Speed Calling, 8-number and customers who subscribe to Abbreviated Access, two-digit may not purchase an additional Abbreviated Access, two-digit or Speed Calling, 30-number.
- F. Control of the number assignment on the shared speed call list associated with Abbreviated Access resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.3 Terms and Conditions, cont.**

- G. Due to technical limitations, customers who subscribe to Call Transfer and Speed Calling 8-number capacity will only have 6-number capacity available for their use.
- H. Where technology permits, the predetermined number associated with Warm Line Service is controlled by the customer and may be changed by dialing an access code and the new number. In other instances, the connection to the predetermined number cannot be changed except through the issuance of a service order.
- I. With Warm Line Service, the timing delay period before automatic dialing begins is specified at the time the service is ordered and cannot be changed except through the issuance of a service order.
- J. Once automatic dialing begins on lines equipped with Warm Line Service, calls to other numbers cannot be made. For example, dialing of 911 or other emergency numbers must begin before the delay periods ends.
- K. The connection to the predetermined number associated with Hot Line Service cannot be changed except through the issuance of a service order.
- L. A line equipped with Hot Line Service is totally dedicated to operate in the manner outlined herein. There is no ability to operate the line in any other manner. For example, calls to 911 or other emergency numbers cannot be placed from a line equipped with Hot Line Service.
- M. A line equipped with Hot Line Service can be used for incoming calls, but cannot initiate outgoing calls except to the predetermined number.
- N. Operator Verification and Interrupt will not function on lines equipped with any of the Call Forwarding features.
- O. Due to technical limitation, the calling number and the called number must be in the same central office switch for the following features: Directed Call Pick Up, Directed Call Pick Up with Barge-In, Distinctive Alert and Dial Call Waiting.
- P. A telephone number must be assigned to lines with Directed Call Pick Up, Directed Call Pick Up with Barge-In, Distinctive Alert and Dial Call Waiting.
- Q. A tone signaling telephone is required to use Do Not Disturb and its options.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.3 Terms and Conditions, cont.**

- R. Last Call Return, Continuous Redial and Three-Way Calling are available on a subscription or usage basis. The usage basis pricing options will be available where facilities permit. For any month, the total usage billing will not exceed a maximum of \$9.00 for each service, per line. Customers may request the removal of these services at any time, at no charge.
- S. Some of the features may be subscribed to separately or in a combination of several on the same line in a package rate.
- T. Call Manager Connection is a package of services available to business customers. The services in this package are defined by the Company but the customer does have the choice of including, at no additional charge, Call Waiting or the Call Waiting feature which meets their needs, e.g. Call Waiting ID or Receptionist. The package includes:
 - 1. Call Rejection
 - 2. Call Forwarding-Variable
 - 3. Caller Identification-Name and Number
 - 4. Continuous Redial
 - 5. Priority Call
 - 6. Three-Way Calling

Call Manager Connection is not available to business customers who subscribe to the Business - Bundled Service Offerings as shown in Section 3.7.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.3 Terms and Conditions, cont.**

- U. Recognizing the potential for misuse associated with Remote Access Forwarding and Scheduled Forwarding, the Company will attempt to verify that requests for this service are being made to the subscriber of record, not unauthorized parties.

The following are restrictions to forwarding destinations for Remote Access Forwarding and Scheduled Forwarding:

1. No International numbers – only United States NPAs allowed.
 2. No 700, 800, 900, 950 pr 976
 3. No N11 or 555-1212
 4. No operator assisted calls (0-, 0+,00-, 01+, 10XXX+0, 10XXX+00, 10XXX+0+, 10XXX+01+)
 5. No speed dial codes or customized dialing plans.
 6. No third-number billed calls.
 7. A limit of four destination charges per hour.
- V. I-CALLEDSM service has blocking capabilities. Customers may block originating and/or terminating I-CALLEDSM calls. If a customer places an I-CALLEDSM call to a blocked number, there will be no charge.
- W. I-CALLEDSM is not available on the following types of originating service:
1. Public Telephone service
 2. Operator assisted.
- X. I-CALLEDSM is not available on calls to special access numbers, including but not limited to: 800, 888, 900, 976 and N11.
- Y. I-CALLEDSM is limited to certain technologies. In addition, in order for the service to work, the calling party and the called party must either be served from the same central office or served from central offices which are linked by facilities that can send the recorded name and telephone number. I-CALLEDSM will only work on intraLATA calls.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges**

- A. Except as specifically provided herein, Custom Calling Services are subject to the terms, conditions, rates and charges applicable to other types of customer service and are in addition to the basic rates and charges for the services with which it is associated. May be combined as part of business bundled offerings.
- B. Business Custom Calling Services, each line, cont.
1. Custom Calling Services

Service	USOC	Maximum Charge
Abbreviated Access, one-digit		
- Each shared speed call list	EV5	\$29.25
- Each line arranged	EV4	0.38
Abbreviated Access, two-digit		
- Each shared speed call list	EV9	44.25
- Each line arranged	EV8	0.38
Call Forwarding		
- Busy Line (expanded)	FBJ	3.75
- Busy Line (external)	EVB	3.75
- Busy Line (overflow)	EVO	6.00
- Busy Line/Don't Answer (expanded)	FVJ	7.50
- Busy Line (external)/Don't Answer	EVF	7.50
- Busy Line (overflow)/Don't Answer	EVK	11.25
- Busy Line (programmable)	ERB	11.25
- Don't Answer	EVD	5.25
- Don't Answer (expanded)	FDJ	5.25
- Don't Answer (programmable)	ERD	6.00
- Variable	ESM	6.45
- No call completion option	FOQ	-
Call Manager Connection	NLUBQ	29.18
- with Call Waiting	NLUBR	29.18
- with Call Waiting ID	NLUBT	29.18
- with Receptionist	NLUBS	29.18
Call Rejection	NSY	6.00
Call Transfer	EO3	8.25
Call Waiting	ESX	10.50
CALLER ID WITH PRIVACY+ SM	N6S	15.68
Caller Identification – Name and Number	NNK	11.18

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SECTION 3 - RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****B. Business Custom Calling Services, each line, cont.****I. Custom Calling Services, cont.**

Service	USOC	Maximum Charge
Caller Identification - Number	NSD	11.18
Continuous Redial	NSS	4.50
Dial Call Waiting	WDD	2.85
Dial Lock	OC4	5.18
Directed Call Pick Up	PUN	\$ 1.13
Directed Call Pick Up with Barge-In	PUQ	1.13
Distinctive Alert	DHA	1.13
Do Not Disturb	D7T	5.18
Easy Access	SQAVX	1.10
Hot Line	HLA	2.63
Last Call Return	NSQ	3.75
NO SOLICITATION SM	SB5	9.68
Priority Call	NSK	4.50
Receptionist		
- with Name & Number	EWY2X	21.68
- with Number only	EWY20	21.68
- with CALLER ID WITH PRIVACY + SM	EWY29	26.18
Remote Access Forwarding	AFD	10.88
Scheduled Forwarding	ATF	12.38
SECURITY SCREEN SM	RV1	4.05
Selective Call Forwarding	NCE	4.50
Selective Call Waiting	S7W, S7Y	11.25
Speed Calling, 8-number capacity	E8C	3.75
Speed Calling, 30-number capacity	E3D	6.00
Talking Call Waiting ¹	TW1	5.18
Three-Way Calling	ESC	5.18
Warm Line	WLS	3.38

¹ The rate for Talking Call Waiting is in addition to the rate for Call Waiting.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****B. Business Custom Calling Services, each line, cont.****1. Custom Calling Services, cont.**

Service	USOC	Maximum Charge
Call Waiting, Call Forwarding-Variable on the same line	ES7	\$14.25
Call Waiting, Three-Way Calling on the same line	ER9	13.50
Speed Calling, 8-number and 30-number capacity on the same line	EZL	8.25
Call Waiting, Speed Calling, 8-number capacity on the same line	ES6	12.00
Call Waiting, Speed Calling, 30-number capacity on the same line	ESW	13.50
Call Waiting, Speed Calling, 8-number and 30-number capacity on the same line	EZN	17.25
Call Waiting, Call Forwarding-Variable, Three-Way Calling on the same line	ETC	18.75
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number capacity on the same line	ESA	19.50
Call Waiting, Call Forwarding-Variable, Speed Calling, 30-number capacity on the same line	ESG	19.50
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZQ	23.25
Call Waiting, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ET8	16.50
Call Waiting, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ET3	17.25
Call Waiting, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line.	EZR	21.75
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ES3	22.50

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****B. Business Custom Calling Services, each line, cont.****1. Custom Calling Services, cont.**

Service	USOC	Maximum Charge
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ES5	\$24.75
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZT	27.75
Call Forwarding - Variable, Three-Way Calling on the same line	ER5	10.50
Call Forwarding – Variable – Speed Calling, 8-number capacity on the same line	ER3	9.00
Call Forwarding – Variable – Speed Calling, 30-number capacity on the same line	ER4	10.50
Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZO	14.25
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ESR	15.15
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ESB	15.75
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZS	18.75
Three-Way Calling, Speed Calling, 8-number capacity on the same line	ER6	7.50
Three-Way Calling, Speed Calling, 30-number capacity on the same line	ER7	9.75
Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZP	12.75

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****C. Business Custom Calling Services, per occurrence****2. Custom Calling Services**

Service	Maximum Charge
Call Trace, per activation - Business	\$3.00
Usage Basis Continuous Redial, per activation ¹ - Business	1.13
Usage Basis Last Call Return, per activation ¹ - Business	1.13
Usage Basis Three-Way Calling, per activation ¹ - Business	1.13
Usage Basis I-CALLED SM , per activation - Business	1.43

¹ Monthly rate does not apply to customers using the service on a per activation basis.

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SECTION 3 – RATES, CONT.**3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF)****3.12.1 Description**

When a customer activates MARKET EXPANSION LINE (MEL) SERVICE®, (also known as Remote Call Forwarding (RCF)) on the customer's service, all incoming calls are automatically routed to another customer-selected telephone number in the local calling area or a distant exchange.

3.12.2 Terms and Conditions

- A. MEL® Service is furnished only where adequate and suitable facilities are available. COs will be equipped for MEL® Service at the discretion of the Company.
- B. MEL® Service is provided on the condition that customer subscribe to sufficient MEL® features and facilities to adequately handle calls to the MEL® customer without interfering with or impairing any services offered by the Company. If, in the opinion of the Company, additional MEL® features at the call forwarding location or facilities at the terminating telephone are needed, the customer will be required to subscribe for such additional MEL® features and facilities.
- C. MEL® Service is not offered when terminating on a PAL.
- D. The Company cannot provide the customer with the telephone number of the originating call.
- E. The Company provides one free directory listing in the exchange where the MEL® CO is located; however, at the customer's request, the listing may be omitted at no charge. Additional listings may be provided at rates and charges for business additional listings.

For customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split, the monthly rate and nonrecurring charge for a Foreign Listing (USOCs: FAL,CLT,RLT) are waived for customers in Area Code 520 who subscribe to MEL® Service. Applicable monthly rate and nonrecurring charge will resume according to the following schedule:

Exchange	Charges Will Resume On
Tucson	July 1, 1997
Yuma, Flagstaff, Prescott	December 31, 1996
Remaining Area Code 520 exchanges	April 22, 1996

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SECTION 3 – RATES, CONT.**3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF), cont.****3.12.2 Terms and Conditions, cont.**

F. Directory assistance charges, or allowances, are not applicable to MEL® services since this is an inward only calling arrangement.

G. The charges applicable to remotely forwarded calls shall be comprised of two separate elements; (a) a charge for that portion of the call from the calling telephone to the called number, and (b) a charge for that portion of the call from the called telephone to the remotely call forwarded terminating telephone. The respective charge for each such portion shall be as follows:

1. Between the calling telephone and the called (MEL®) location.

The calling party is responsible for the payment of these charges with the exception of those calls which are placed collect and accepted by the MEL® customer.

2. From the called telephone (MEL®) location to the terminating telephone.

The Remote Call Forwarding customer is responsible for the applicable Local Measured Service usage charges as shown in Section 3.12.3.B of this Tariff or for the applicable customer-dialed station-to-station charges shown in this or any other applicable Tariff. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

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SECTION 3 – RATES, CONT.**3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF), cont.****3.12.3 Rates and Charges**

- A. The appropriate nonrecurring charge specified in this section will apply for the installation of MEL[®] Service. Subsequent to the initial establishment of MEL[®] Service, the appropriate nonrecurring charge will also apply to add or change one or more of the MEL[®] numbers, to change a call forwarding telephone number and to restore service for Company initiated termination of service.
- B. The following rates and charges are added to all rates and charges for associated services:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Measured MEL [®]			
- Each line arranged	RCF	\$45.00	\$20.18
- Each additional line arranged	RCA	45.00	20.18
MEL [®] with No Charge (for business customers only) ¹			
- Each line arranged	RFFXS	-	-

	Maximum Charge For Each Call
Per Call Charge	\$0.161

¹ Available only to customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split.

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SECTION 3 – RATES, CONT.**3.13 Basic Exchange Enhancement****3.13.1 Description****Amplified Voice Grade Circuit**

This grade of service provides a circuit with no more than a 4 decibel (d.B.) loss (measured at 1004 Hz.) from the local central office to the customer's network interface. This service provides the customer a high quality transmission line and signaling for use on all local switched service.

3.13.2 Terms and Conditions

- A. Amplified Voice Grade Circuit is furnished only in central office areas where adequate and suitable facilities are available. Central offices will be equipped for Amplified Voice Grade Circuit at the discretion of the Company and in accordance with regular engineering practices.
- B. The services will be provided only in connection with business individual access line service. Amplified Voice Grade Circuit is not available in connection with Smart Public Access Line Service, Multi-party Service, FX, FCO and WATS.
- C. When a customer subscribes to Amplified Voice Grade Circuit all access lines in a hunt group must be equipped with this service.

3.13.3 Rates and Charges

Except as specifically provided herein, Amplified Voice Grade Circuit is subject to the terms, conditions, rates and charges applicable to other types of customer service and are in addition to the basic rates and charges for the service with which it is associated.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Amplified Voice Grade Circuit, per flat rate access line	VGA	\$113.25	\$12.60

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SECTION 3 – RATES, CONT.**3.14 Custom Ringing Service****3.14.1 Description**

Custom Ringing Service (Custom Ringing) is a central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line.

3.14.2 Terms and Conditions

- A. Custom Ringing Service is provided with individual exchange access lines and may be unavailable with some services due to technical limitations.
- B. Custom Ringing numbers are subject to a minimum service period of one month.
- C. Custom Ringing will be billed to the primary access line number. Itemized billing is not available on Custom Ringing numbers.
- D. When the customer's access line is equipped with Call Waiting, and the line is busy, incoming calls will generate a distinctive Call Waiting tone at no additional charge.
- E. When the customer's access line is equipped with Call Forwarding-Variable, the customer can choose one of the following options:
 - 1. To have Call Forwarding-Variable only on the access line number, or
 - 2. To have all Custom Ringing Service numbers forwarded with the access line number.

This choice is made, or changed, at the time the customer places an order with the Company. Call Forwarding-Variable rates apply only to the access line number. Distinctive ringing will not be heard at the forwarded location.

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SECTION 3 – RATES, CONT.**3.14 Custom Ringing Service, cont.****3.14.3 Rates and Charges**

- A. This service is subject to the terms, conditions, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated.

	USOC	Maximum Monthly Rate
Business		
- First additional number	RGG1+	\$10.43
- Second additional number	RGG2+	7.13
- Third additional number	RGG3+	7.13

- B. Nonrecurring Change Charges

Business	
- Change Telephone Number	1
- Change Custom Ringing Service number to access line number	2

¹ The charge for changing telephone numbers is as shown in Section 1.6.
² The nonrecurring charge is the same as for the installation of a new line.

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SECTION 3 – RATES, CONT.**3.15 Hunting Service****3.15.1 Description**

Hunting Service is an optional arrangement available to business customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential.

3.15.2 Rates and Charges

- A. The rate for each individual line arranged for Hunting Service is in addition to the regular individual line rate.
- B. The following monthly increment is for business Hunting Service.

	USOC	Maximum Monthly Rate
Business - Basic hunting, per access line	HTG	\$6.00

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SECTION 3 – RATES, CONT.**3.15 Hunting Service, cont.****3.15.3 Optional Features****A. Circular Hunt****1. Description**

Circular Hunt is an option of Hunting Service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached.

2. Rates and Charges

The rates and charges for Circular Hunt are in addition to the rates and charges for Hunting Service.

	USOC	Maximum Monthly Rate
Business - Per hunt group	HCKPG	\$3.75

B. Preferential Hunt**1. Description**

Preferential Hunt is an option of Hunting Service that enables incoming calls to a specific number within a hunt group to hunt over a unique hunting sequence of lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number in the hunt group.

2. Rates and Charges

The rates and charges for Preferential Hunt are in addition to the rates and charges for Hunting Service.

	USOC	Maximum Monthly Rate
Business - Each line arranged	HSHP	\$1.13

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SECTION 3 – RATES, CONT.**3.16 Answer Supervision – Line Side****3.16.1 Description**

Answer Supervision - Line Side provides the capability to deliver "off-hook" supervisory signals from the terminating central office switch to a line side interface at the originating central office switch. These signals indicate when the called station has answered an incoming call.

3.16.2 Terms and Conditions

Answer Supervision - Line Side will only be provided where technically and economically feasible and where sufficient demand exists to warrant the provision of the service.

3.16.3 Rates and Charges

The terms, conditions, rates and charges applicable to Answer Supervision - Line Side are in addition to the rates and charges for the services with which it is associated.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Answer Supervision – Line Side, per line arranged	AS8L+	\$22.50	\$5.93

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SECTION 3 – RATES, CONT.**3.17 Directory Listing Services****3.17.1 Description**

The alphabetical directory is a list of names of customers and others for whom directory listings are provided. Alphabetical listings include information which is essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

3.17.2 Terms and Conditions

- A. The Company, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in its directories, nor will the Company be a party to controversies arising between customers or others as a result of such publication.
- B. The Company has the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.
- C. Listings are regularly provided in connection with most classes of exchange service.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.3 Primary Listings

A. One listing, the Primary Listing, is provided without charge for:

1. Each exchange access line.

Dual name listings may be provided to customers referred to by two names, if such listings facilitate the use of the directory. Where two or more exchange access lines are served on a Hunting Service basis, only one Primary Listing for the group will be provided.

B. In those cases in which the business of the customer is so conducted, the Primary Listing may be the trade name of an article or service, provided the customer is the authorized agent or representative for the particular article or service.

C. At the request of the customer, the Primary Listing may be omitted from the directory (Nonlisted Service) or from both the directory and the information records (Nonpublished Service). Nonlisted and Nonpublished Services are furnished subject to the terms, conditions and rates shown herein.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.4 Additional Listings

A. Regular Additional Listings

1. Business Additional Listings may be the listings of:

Individual names of those entitled to the use of the customer's service under the provisions of this Tariff. These listings could include, but are not limited to, Departments, Divisions, Tradenames, etc.

2. Additional Listings:

Where a listing appears in the current directory, charges to the end of the directory period will apply except that the charges will cease at the time:

- a. The contract for the main service is terminated.
- b. The listed party becomes a customer to a class of exchange service.
- c. The listed party dies, or moves to a new location at which the customer's service with which the listed party is listed is not available.

B. Special Types of Additional Listings Special types of additional listings such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, Listings of Amateur Radio Stations, or Listings of Resort Cottages take the same business classification as the service with which such listings are furnished.

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SECTION 3 – RATES, CONT.**3.17 Directory Listing Services, cont.****3.17.5 Nonpublished Service****A. Description**

1. The telephone numbers of Nonpublished Service are not listed under the current subscriber's name in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

B. Terms and Conditions

1. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
2. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.5 Nonpublished Service, cont.

B. Terms and Conditions, cont.

4. The monthly rate for Nonpublished Service does not apply to:
 - a. PAL Telephone Service.
 - b. Service in addition to the regularly listed service for the same customer at the same location, e.g., additional lines in a rotary group.
5. Due to the limited supply of vacant telephone numbers, there may be situations where a number appears in the current directory under a prior subscriber's name.
6. The Company may disclose a nonpublished number to its authorized collection agents in order to collect amounts owed to the Company.

3.17.6 Nonlisted Service

A. Description

At the request of the customer, any one or all of the customer's Primary Listings, Additional Listings or other listings associated with the same or different CO line or trunk normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

B. Terms and Conditions

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

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SECTION 3 – RATES, CONT.**3.17 Directory Listing Services, cont.****3.17.7 Rates and Charges**

- A. The monthly rate for nonlisted listings applies separately for each listing which normally would be published in the alphabetical directory but which, at customer's request, is furnished on a nonlisted basis.
- B. Additional listings may be provided to public agencies at no charge where, in the opinion of the Company, directory service to the public will be improved.

	USOC	Maximum Charge
Change in Primary Listing - Business	NA	-
Additional Listings, each - Business ¹	CLT	\$3.75
Alpha Listing, each - Business	RNCAF	3.75
Foreign Listings, each - Business ¹	FAL	²
Each Listing changed to Nonpublished Service - Business	NPU	2.33
Each Listing changed to Nonlisted Service - Business	NLT	1.80

¹ For customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split, the monthly rate and nonrecurring charge for a Foreign Listing (USOCs: FAL,CLT,RLT) will be waived for customers in Area Code 520 who subscribe to MARKET EXPANSION LINE Service, as shown in Section 3.12.

² The FAL in this State takes the appropriate (CLT or RLT) rate as shown above. Should the FAL be in another state, then that State's (CLR or RLT) rate will apply.

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SECTION 3 – RATES, CONT.

3.18 Intercept Services

3.18.1 Description

Basic Intercept Service

Basic Intercept Service includes all intercept recordings that do not provide the new number information.

New Number Referral Service

New Number Referral Service includes all intercept recordings that provide the new number information.

Split Referral Intercept Service

Split Referral Intercept Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the caller's response.

3.18.2 Terms and Conditions

- A. Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.
- B. Intercept services are offered for periods up to 12 months for business customers.
- C. Intercept services are subject to the availability of the disconnected number and the availability of CO facilities.
- D. The minimum billing period for Split Referral is three months.
- E. The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Services.

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SECTION 3 – RATES, CONT.**3.18 Intercept Services, cont.****3.18.3 Rates and Charges**

The following nonrecurring charges apply to Intercept Service on a per line basis dependent upon the number of months provided.

- A. Basic Intercept Service is provided at no charge.
- B. New Number Referral Service is provided at no charge.
- C. Split Referral Intercept Service

	USOC	Maximum Nonrecurring Charge
Business Rates		
- Three months	S1W3X	\$187.50
- Six months	S1WSX	367.50
- Nine months	S1W9X	547.50
- Twelve months	S1WTX	735.00

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings****3.19.1 CUSTOMNETSM Service****A. Description**

1. CUSTOMNETSM Service enables a customer, by means of Company operator identification, to restrict outgoing toll calls by their station users to only collect calls, bill to third party calls, and calling card calls.
2. This service is offered, subject to the availability of mechanized operator type services and existing CO facilities to individual line business customers. The provision of this service may require some customers to change their existing telephone number.

B. Rates and Charges

1. The nonrecurring charges will apply.
 - a. To each initial premises location of the customer ordering CUSTOMNETSM Service, regardless of the number of exchange access lines equipped.
 - b. To partial transfer CUSTOMNETSM Service to a different premises.
 - c. To a transfer of the customer's entire service to a different wire center.
 - d. When CUSTOMNETSM Service is disconnected at the customer's request and then subsequently ordered by the same customer.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Initial Installation	N/A	\$556.50	-
Per exchange access line arranged	SRG	-	\$0.38

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SECTION 3 - RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.1 CUSTOMNETSM Service, cont.****C. Per Line Service**

1. CUSTOMNETSM Service enables a customer, by means of Company operator identification, to restrict outgoing toll calls to only collect calls, bill to third party calls, and calling card calls.
2. This service is offered, subject to the availability of mechanized operator type services and existing CO facilities, to individual line customers. The provision of this service may require some customers to change their existing telephone number.
3. The nonrecurring charge applies to install, move or change, per order.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Per exchange access line arranged	SEA	\$41.25	\$7.50

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.2 Toll Restriction****A. Description**

1. Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. Attempted violation of the restrictions are routed to an announcement.
2. This service is offered, subject to the availability of existing CO facilities, to individual line businesses and dial switching type customers.
3. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.
4. Billed Number Screening (BNS) prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls, e.g., International calls and calls that do not go through the Billing Validation Authority data base, will be billed to the customer if completed.

B. Rates and Charges

Charges and rates for this service are in addition to the charges and rates for the class, type and grade of service furnished.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Business - Per line arranged	RTY	\$41.25	\$7.50

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.3 900 Service Access Restriction****A. Description**

900 Service Access Restriction enables business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose to restrict 900 Service will also be restricted from calling ScoopLine Service calls with the prefix of 976 and 676.

B. Terms and Conditions

1. 900 Service Access Restriction is offered only where central office facilities permit.
2. 900 Service Access Restriction is only available on directly dialed calls.
3. 900 Service Access Restriction is available to:
 - a. Single party service
4. No charge applies to remove 900 Service Access Restriction.

C. Rates and Charges

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Business, per line	RTVXN	-	-

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.4 Blocking for 10XXX1+/10XXX011+****A. Description**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed. Blocked calls will be routed to an announcement.

B. Terms and Conditions

1. This service is offered subject to the availability of existing central office facilities.
2. Provision of 10XXX1+/10XXX011+ Blocking does not alleviate customer responsibility for completed toll calls.
3. Other toll restriction type services are available to customers subscribing to 10XXX1+/10XXX011+ Blocking.

C. Rates and Charges

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Per line arranged	RTVXY	\$4.50	\$0.15

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.5 Message Waiting Indication****A. Audible****1. Description**

Message Waiting Indication-Audible is a feature whereby subscribing customers of Message Delivery Service (MDS) will hear an audible interrupted tone, when lifting the receiver, giving an indication of a message waiting for the customer at the customer's chosen MDS provider. The tone will be initiated by the provider over the customer's telephone line. The customer may call the provider for their message or ignore the tone and place a call. The tone will continue until the message has been retrieved.

2. Terms and Conditions

- a. Each customer subscribing to Message Waiting Indication-Audible must have their line programmed to accept Message Waiting Indication- Audible.
- b. Message Waiting Indication-Audible is available only where facilities and operating conditions permit.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.
- c. The rates and charges are as follows:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each client line, arranged billed to provider - Business	MWS	\$19.50	\$0.38
Each client line arranged billed to client - Business	MWW	19.50	0.38

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.5 Message Waiting Indication, cont.****B. Visual****1. Description**

Message Waiting Indication-Visual is a feature whereby subscribing customers will see a visual alerting signal giving an indication of a message waiting for the customer at the customer's chosen Message Delivery Service provider (provider). The signal will be initiated by the provider over the telephone line of the provider's customer. The customer may call the provider for the message or ignore the signal and place a call. The signal will continue until the message has been retrieved. The provider or customer must provide the visual device.

2. Terms and Conditions

- a. Each provider customer subscribing to Message Waiting Indication-Visual must have the line programmed to accept Message Waiting Indication-Visual.
- b. The provider must subscribe to Message Delivery Service in order to provide this feature.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.
- c. The rates and charges are as follows:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each client line arranged - Business	MV5	\$19.50	\$1.28

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.5 Message Waiting Indication, cont.****C. Audible/Visual****1. Description**

Message Waiting Indication-Audible/Visual is a feature whereby a subscriber will hear an audible interrupted tone when lifting the telephone receiver and see a visual altering signal giving an indication of a message waiting. The signal will be initiated by the subscriber's Message Delivery Service provider, or other provider source capable of initiating the signal, over the subscriber's telephone line. The subscriber may call the provider for their message or ignore the signal and place a call. The tone and visual signal will continue until the message has been retrieved. The provider or subscriber must provide the visual device.

2. Terms and Conditions

- a. Each subscriber must have their line programmed to accept Message Waiting Indication-Audible/Visual.
- b. The provider must subscribe to Message Delivery Service or other source capable of initiating the signal in order for this feature to function.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each line arranged - Business	M1W	\$19.50	\$1.65

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.6 Caller Identification Blocking – Per Call****A. Description**

Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

B. Rates And Charges

Service	USOC	Maximum Monthly Charge
Per Call	N/A	-

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.7 Caller Identification Blocking – Per Line****A. Description**

Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status can be deactivated by the customer by dialing a code, *82 (or 1182 on rotary phones), before each call, to change the indicator from private to public. This one call unblock allows the name and/or number to be sent for that one call only.

If a line is equipped with per line blocking, the name and number of that line will not be delivered to any subscriber of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with per line blocking who need assistance. 911 is not affected.

B. Rates And Charges

1. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge.
2. New customers to the Caller ID serving area will be provided the same option as will customers who change their telephone number and/or service address.
3. After the first time, customer requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking.
4. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

		Maximum Nonrecurring Charge	Maximum Monthly Charge
	USOC		
First Time - Business, per line	NKM	-	-
Subsequent - Business, per line	NKS	\$16.43	-

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SECTION 3 – RATES, CONT.

3.20 SmartATM

3.20.1 Description

- A. The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):
 - 1. Business individual lines for Automated Teller Machines only.
 - 2. Unlimited calling to 800 toll-free numbers.
- B. The rate specified herein is subject to a 12-month service term.

3.20.2 Regulations and Service Limitations

- A. Charges for this service commence when the company's information records are posted and are payable monthly in advance.
- B. Charges for service are automatically discontinued upon service termination.
- C. If service is terminated before the 12-month term, a charge of \$10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed based upon the remainder of the commitment period.
- D. Existing SmartATM subscribers may not take advantage of special promotions or rate changes prior to the end of the 12-month service term. This is applicable to existing lines only. New lines may qualify for any special promotions or price changes.

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SECTION 3 – RATES, CONT.**3.20 SmartATM, cont.****3.20.3 Rates and Charges**

- A. The following monthly rates will apply for the SmartATM service.

Service Category	Rate Group	Maximum
SmartATM	Zone 1 Exchanges	\$46.00
	Zone 2 Exchanges	50.00
	Zone 3 Exchanges	60.00

- B. Message rate, per minute

Service Category	Rate Group	Maximum
Per minute	All Exchanges	\$0.11

- C. Line Connection Charge, per line

Service Category	Rate Group	Maximum
Line Connection Charge, per line	All Exchanges	\$100.00

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service****4.1.1 Description**

- A. Public Access Line (PAL) Service is provided for use with Payphone Service Provider (PSP) pay telephones at locations accessible to the public, subject to the availability of existing CO facilities and special operator equipped locations, as appropriate, e.g., Traffic Operator Position System (TOPS).
- B. The use of "coinless" telephone in this Tariff refers to telephones without a coin collecting device. This type of telephone is used to provide an optional billing arrangement on originating calls for third number billed, collect and calling card calls.
- C. Coin collection and/or return of coins for Basic Public Access Lines is controlled by the PSP pay telephones.
- D. The following types of Basic Public Access Lines are available:

- 1. Flat Full Resale Basic PAL Service

This service provides:

- a. Access to the local and toll network;
- b. Unlimited number of calls within the local calling area;
- c. Access to directory assistance;
- d. Free calls to the 911 emergency code;
- e. Inter/intraLATA and interstate direct dialed toll calling.

- 2. Coinless Subscriber Basic PAL Service

This service provides:

- a. Free calls to 911 emergency agency code;
- b. Access to directory assistance;
- c. Prevention of Company operators from billing collect and bill to third number calls to the PAL service;
- d. Station users will be restricted to placing calling card, bill to third number and collect calls only.

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SECTION 4 – PUBLIC ACCESS LINE RATES

4.1 Public Access Line (PAL) Service, cont.

4.1.1 Description, cont.

D. The following types of Basic Public Access Lines are available, cont.:

3. Coinless Collect Only Basic PAL Service

Coinless Collect only Basic PAL Service is a one-way out only service to be used in penal, correctional and mental health institutions only. This service provides:

- a. Access to the toll and local network only by dialing 0 plus the desired number;
- b. Restriction of Company operator assisted calls by station users to only collect calls;
- c. Prevention of Company operators from billing collect and bill to third number calls to the PAL Service.

This service prohibits calls to:

- a. Directory Assistance;
- b. 911 emergency code;
- c. Interexchange carriers other than the carrier presubscribed to the line;
- d. 800/800-type service, 676, 900, 976, 950, 960 telephone numbers;
- e. Company repair service.

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.1 Description, cont.**

E. Fraud Protection Service for Basic PAL Service offers three levels of protection: incoming, outgoing, and incoming & outgoing as described below:

1. Incoming Fraud Protection, or Billed Number Screening (BNS), prohibits collect and/or third number billed calls from being charged to Incoming Fraud Protected numbers. Callers attempting to place a collect or third number billed call using an Incoming Fraud Protected number for billing will be advised by an operator that such billing is unauthorized and the call will not be completed until other payment or billing arrangements are made.
2. Outgoing Fraud Protection restricts outgoing toll calls to only collect, third number billed and calling card.
3. Incoming & Outgoing Fraud Protection is a combination of the two aforementioned Fraud Protection Services.

Fraud Protection Service is subject to the availability of facilities with Basic PAL Service. Operator assisted, collect and/or third number billed calls originating from locations that do not have screening capabilities may not be capable of being intercepted and denied and will be billed, e.g., International calls and calls that do not go through the Billing Validation Authority database. Provision of Fraud Protection does not alleviate customer responsibility for completed toll calls.

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.2 Terms and Conditions**

1. For PSP pay telephones with unrestricted access to the local network, PAL Service will be provided as Flat or Coinless Subscriber Service as described in Section 4.1.4.C.
2. PAL is the only service offered for use with PSP pay telephones. In the event it becomes apparent that a PSP pay telephone is attached to a line not authorized for such use, the Company reserves the right to disconnect that customer's service. However, should the customer so request, the Company will install a Public Access Line at the rates and charges specified herein.
3. Two-way PAL Service rates and charges include one business directory listing. Additional listings will be furnished at rates and charges shown in Section 3.17.
4. PAL Service is not represented as adapted for data service. PAL Service contemplates the provision of satisfactory voice transmission only.
5. Joint User Service is not available with PAL Service.
6. Calls to directory assistance, 911, and telephone repair service are not subject to measured or message PAL usage charges.
7. Terms, conditions, rates and charges as described elsewhere in this Tariff apply as appropriate.
8. The Company is not liable for shortages of coins deposited and/or collected from the pay telephones used on PAL Service.
9. The Company is not liable for end-user fraud associated with failure of the PSP's pay telephones to perform correctly.
10. Changing to Basic from Smart PAL Service may require a telephone number change.

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.3 Responsibility of the Customer**

- A. The PAL customer will be responsible for:
1. The installation, operation, and maintenance of any PSP pay telephone used in connection with this service.
 2. The rates and charges incurred on the Public Access Line. Toll adjustments will not be allowed on the PAL account, unless due to Company error.
 3. The refund of coins when lost or collected in error.
 4. The payment of Maintenance of Service Charges for visits made by a Company employee to the customer's premises when a service difficulty or trouble report results from the PSP pay telephone.

4.1.4 Rates and Charges

- A. Each call to Directory Assistance is charged for and will not be subject to an allowance.
- B. Exchange zone increments will be applied to PAL Service furnished within exchange areas.
- C. Basic Public Access Lines will be provided at the following rates and charges:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Flat - Full resale, per line	12Y	\$75.00	\$22.26
Coinless Subscriber Service - Digital and ESS offices - Outgoing only, per line - Two-way, per line	1PZ 1NP	75.00 75.00	22.26 22.26

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.4 Rates and Charges, cont.**

D. The following nonrecurring charge for changes applies:

1. To each line when changing from one PAL line to another;
2. To telephone number charges, at customer's request.
3. For temporary transfer of calls, at customer's request

	Maximum Nonrecurring Charge
Per activity, per CO access line changed	\$41.25

E. Fraud Protection features will be provided to customers at the following rates and charges.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Fraud Protection ¹			
- Incoming, per line	PSES1	\$0.00	-
- Outgoing, per line	PSESO	1.68	\$0.17
- Incoming and outgoing, per line	PSESP	1.68	0.17

F. See Section 3.8 for application of local operator handled charges.

¹ The nonrecurring charge will apply when the Fraud Protection features are provided subsequent to the initial installation of the Basic PAL access lines.

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SECTION 5 – SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Line and CO Based Virtual PBX Custom (Centrex) services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a nondiscriminatory manner. Terms of the specific ICB contracts will be made available to the Arizona Corporation Commission upon request on a proprietary basis.

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SECTION 6 – CURRENT PRICE LIST**6.1 Telephone Number Changes**

	Nonrecurring Charge
Business	\$27.50

6.2 Dishonored Checks

	Nonrecurring Charge
Business	\$27.50

6.3 Nonrecurring Charge for Restoral of Service

See Section 1.9.6 for additional information.

	Nonrecurring Charge
Business	\$55.00

Where Full Toll Denial (see Section 1.9.2.E) has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

	USOC	Nonrecurring Charge
Per line	NPAPL	\$16.00

6.4 Service Charges**6.4.1 Nonrecurring Charge**

	Nonrecurring Charge
Each Billing Name Change - Business	\$8.50
Class of Service Change	27.50

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.5 Customer Premises Wire and Maintenance Plans****6.5.1 Premises Work Charges**

See Section 3.3.1 for additional information.

Time and Material Charges (Maintenance/Repair and complex wire installation)

	USOC	Nonrecurring Charge
<u>Schedule I</u> Applicable to work performed during regularly scheduled business hours		
- Initial 30 minute increment or fraction thereof	HRD11	\$85.00
- Additional 15 minute increment or fraction thereof	HRDA1	30.00
<u>Schedule II</u> Applicable to work performed at hours other than Schedule I		
- Initial 30 minute increment or fraction thereof	HRD12	95.00
- Additional 15 minute increment or fraction thereof	HRDA2	35.00
<u>Schedule III</u> Applicable to work performed on holidays.		
- Initial 30 minute increment or fraction thereof	HRD13	105.00
- Additional 15 minute increment or fraction thereof	HRDA3	40.00

Premises Visit Charge

	USOC	Nonrecurring Charge
Per visit	NRTCY	\$25.00

No Trouble Found Charge

	USOC	Nonrecurring Charge
Business	LTESX	\$95.00

6.5.2 Business Maintenance Plan

See Section 3.3.2 for additional information.

Service	USOC	Monthly Rate
Business NWIRE Service		
- Per line termination, each	USP1X	\$6.25

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.6 Local Service Increments**

See Section 3.4.4 for additional information.

Monthly Increment Per Access Line

Exchange Zone Number	Exchange Zone Increment	USOC Rate Variation
1	\$1.00	U1
2	3.00	U2

6.7 Local Exchange Service

6.7.1 The following nonrecurring change charge applies for changes at the customer's request, unless otherwise specified.

	Nonrecurring Change
To change class of service from: - Residence to business	\$41.25

6.7.2 Business Flat Rate Service

See Section 3.5.2 for additional information.

	USOC	Nonrecurring Charge	Monthly Rate
Individual Line, each	IFB	\$42.50	\$30.40
Additional individual line, each	AFK	42.50	30.40

6.7.3 HOME BUSINESS LINE (HBL)SM Service

See Section 3.5.3 for additional information.

	USOC	Nonrecurring Charge	Monthly Rate
HOME BUSINESS LINE SM , each	BHS	\$42.50	\$36.03

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.8 Business – Bundled Service Offerings****6.8.1 SmartTime Unlimited for Business****A. SmartTime Unlimited for Business – Recurring Charge, per line**

	Monthly Charge
All Density Zones – Monthly - Each	\$79.99

B. SmartTime Unlimited for Business – Nonrecurring Charge, per line

	Nonrecurring Charge
All Density Zones – Monthly - Each	\$50.00

6.8.2 SmartTime for Business**A. SmartTime for Business – Recurring Charge, per line**

	Monthly Charge
All Density Zones – Monthly - Each	\$69.99

B. SmartTime for Business – Nonrecurring Charge, per line

	Nonrecurring Charge
Phone Line Installation Fee	\$50.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.9 Operator Services****Local Operator Service Surcharges**

	Charge Per Call
Customer-Dialed Calling Card (Mechanized)	\$2.00
Customer-Dialed Calling Card (Operator-Assisted)	3.00
Operator-Assisted Station-to-Station	
- Inmate	1.45
- Partially Assisted	2.30
- Fully Assisted	3.80
Operator-Assisted Person-to-Person	
- Partially Assisted	4.50
- Fully Assisted	6.00
Payphone Surcharge	0.50

6.10 Local Operator Verification and Interrupt Service

	Charge Per Request
Verification, per request	\$3.00
Interrupt, per request	6.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.11 Directory Assistance****6.11.1 Directory Assistance Charge**

	Charge Per Call
Each call dialed directly by customer	\$1.15
Each call placed from Public Access Line	
- Direct Dial	0.60
- Alternatively Billed	1.15

6.11.2 National Directory Assistance Charge

	Charge Per Call
Each call dialed directly by customer	\$1.15

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service****6.12.1 Business Custom Calling Service**

Service	USOC	Monthly Charge
Abbreviated Access, one-digit		
- Each shared speed call list	EV5	\$19.50
- Each line arranged	EV4	0.25
Abbreviated Access, two-digit		
- Each shared speed call list	EV9	29.50
- Each line arranged	EV8	0.25
Call Forwarding		
- Busy Line (expanded)	FBJ	2.50
- Busy Line (external)	EVB	2.50
- Busy Line (overflow)	EVO	4.00
- Busy Line/Don't Answer (expanded)	FVJ	5.00
- Busy Line (external)/Don't Answer	EVF	5.00
- Busy Line (overflow)/Don't Answer	EVK	7.50
- Busy Line (programmable)	ERB	7.50
- Don't Answer	EVD	3.50
- Don't Answer (expanded)	FDJ	3.50
- Don't Answer (programmable)	ERD	4.00
- Variable	ESM	4.30
- No call completion option	FOQ	-
Call Manager Connection	NLUBQ	19.45
- with Call Waiting	NLUBR	19.45
- with Call Waiting ID	NLUBT	19.45
- with Receptionist	NLUBS	19.45
Call Rejection	NSY	4.00
Call Transfer	EO3	5.50
Call Waiting	ESX	7.00
CALLER ID WITH PRIVACY+ SM	N6S	10.45
Caller Identification – Name and Number	NNK	7.45
Caller Identification – Number	NSD	7.45
Continuous Redial	NSS	3.00
Dial Call Waiting	WDD	1.90
Dial Lock	OC4	3.45

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Directed Call Pick Up	PUN	\$ 0.75
Directed Call Pick Up with Barge-In	PUQ	0.75
Distinctive Alert	DHA	0.75
Do Not Disturb	D7T	3.45
Easy Access	SQAVX	0.73
Hot Line	HLA	1.75
Last Call Return	NSQ	2.50
NO SOLICITATION SM	SB5	6.45
Priority Call	NSK	3.00
Receptionist		
- with Name & Number	EWY2X	14.45
- with Number only	EWY20	14.45
- with CALLER ID WITH PRIVACY + SM	EWY29	17.45
Remote Access Forwarding	AFD	7.25
Scheduled Forwarding	ATF	8.25
SECURITY SCREEN SM	RV1	2.70
Selective Call Forwarding	NCE	3.00
Selective Call Waiting	S7W, S7Y	7.50
Speed Calling, 8-number capacity	E8C	2.50
Speed Calling, 30-number capacity	E3D	4.00
Talking Call Waiting	TW1	3.45
Three-Way Calling	ESC	3.50
Warm Line	WLS	2.25

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Call Waiting, Call Forwarding-Variable on the same line	ES7	\$ 9.50
Call Waiting, Three-Way Calling on the same line	ER9	9.00
Speed Calling, 8-number and 30-number capacity on the same line	EZL	5.50
Call Waiting, Speed Calling, 8-number capacity on the same line	ES6	8.00
Call Waiting, Speed Calling, 30-number capacity on the same line	ESW	9.00
Call Waiting, Speed Calling, 8-number and 30-number capacity on the same line	EZN	11.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling on the same line	ETC	12.50
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number capacity on the same line	ESA	13.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 30-number capacity on the same line	ESG	13.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZQ	15.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ET8	11.00
Call Waiting, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ET3	11.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line.	EZR	14.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ES3	15.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ES5	\$16.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZT	18.50
Call Forwarding - Variable, Three-Way Calling on the same line	ER5	7.00
Call Forwarding – Variable – Speed Calling, 8-number capacity on the same line	ER3	6.00
Call Forwarding – Variable – Speed Calling, 30-number capacity on the same line	ER4	7.00
Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZO	9.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ESR	10.10
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ESB	10.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZS	12.50
Three-Way Calling, Speed Calling, 8-number capacity on the same line	ER6	5.00
Three-Way Calling, Speed Calling, 30-number capacity on the same line	ER7	6.50
Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZP	8.50

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.2 Business Custom Calling Services - per occurrence**

Service	Monthly Charge
Call Trace, per activation - Business	\$2.00
Usage Basis Continuous Redial, per activation - Business	0.75
Usage Basis Last Call Return, per activation - Business	0.75
Usage Basis Three-Way Calling, per activation - Business	0.75
Usage Basis I-CALLED SM , per activation - Business	0.95

6.13 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF)

	USOC	Nonrecurring Charge	Monthly Rate
Measured MEL - Each line arranged	RCF	\$30.00	\$13.45
- Each additional line arranged	RCA	30.00	13.45
MEL with No Charge (for business customers only) - Each line arranged	RFFXS	-	-

	Charge For Each Call
Per Call Charge	\$0.107

6.14 Basic Exchange Enhancement

	USOC	Nonrecurring Charge	Monthly Rate
Amplified Voice Grade Circuit, per flat rate access line	VGA	\$75.50	\$8.40

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.15 Custom Ringing Service**

	USOC	Monthly Rate
Business		
- First additional number	RGG1+	\$6.95
- Second additional number	RGG2+	4.75
- Third additional number	RGG3+	4.75

6.16 Hunting Service

	USOC	Monthly Rate
Business		
- Basic hunting, per access line	HTG	\$4.00

Optional FeaturesCircular Hunt

	USOC	Monthly Rate
Business		
- Per hunt group	HCKPG	\$2.50

Preferential Hunt

	USOC	Monthly Rate
Business		
- Per hunt group	HSHP	\$0.75

6.17 Answer Supervision – Line Side

	USOC	Nonrecurring Charge	Monthly Rate
Answer Supervision – Line Side, per line arranged	AS8L+	\$15.00	\$3.95

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.18 Directory Listing Services**

	USOC	Monthly Charge
Change in Primary Listing - Business	NA	-
Additional Listings, each - Business	CLT	\$2.50
Alpha Listing, each - Business	RNCAF	2.50
Client Main Listing, each - Business	LBS	2.50
Foreign Listings, each - Business	FAL	¹
Each Listing changed to Nonpublished Service - Business	NPU	1.55
Each Listing changed to Nonlisted Service - Business	NLT	1.20

6.19 Intercept Services

	USOC	Nonrecurring Charge
Business Rates		
- Three months	S1W3X	\$125.00
- Six months	S1WSX	245.00
- Nine months	S1W9X	365.00
- Twelve months	S1WTX	490.00

¹ The FAL in this State takes the appropriate (CLT or RLT) rate as shown above. Should the FAL be in another state, then that State's (CLR or RLT) rate will apply

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.20 Miscellaneous Service Offerings****6.20.1 CUSTOMNETSM Service**

	USOC	Nonrecurring Charge	Monthly Charge
Initial Installation	N/A	\$371.00	-
Per exchange access line arranged	SRG	-	\$0.25

	USOC	Nonrecurring Charge	Monthly Charge
Per exchange access line arranged	SEA	\$27.50	\$5.00

6.20.2 Toll Restriction

	USOC	Nonrecurring Charge	Monthly Charge
Business - Per line arranged	RTY	\$27.50	\$5.00

6.20.3 900 Service Access Restriction

	USOC	Nonrecurring Charge	Monthly Charge
Business, per line	RTVXN	-	-

6.20.4 Blocking for 10XXX1+/10XXX011+

	USOC	Nonrecurring Charge	Monthly Charge
Per line arranged	RTVXY	\$3.00	\$0.10

SM Service Mark of Qwest Communications International, Inc.

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.20 Miscellaneous Service Offerings, cont.****6.20.5 Message Waiting Indication****A. Audible**

	USOC	Nonrecurring Charge	Monthly Charge
Each client line arranged billed to provider			
- Business	MWS	\$13.00	\$0.25
Each client line arranged billed to client			
- Business	MWW	13.00	0.25

B. Visual

	USOC	Nonrecurring Charge	Monthly Charge
Each client line arranged			
- Business	MV5	\$13.00	\$0.85

C. Audible/Visual

	USOC	Nonrecurring Charge	Monthly Charge
Each line arranged			
- Business	M1W	\$13.00	\$1.10

6.20.6 Caller Identification Blocking – Per Call

Service	USOC	Monthly Charge
Per Call	N/A	-

6.20.7 Caller Identification Blocking – Per Line

	USOC	Nonrecurring Charge	Monthly Charge
First Time			
- Business, per line	NKM	-	-
Subsequent			
- Business, per line	NKS	\$10.95	-

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.21 SmartATM**

6.21.1 The following monthly rates will apply for the SmartATM service.

Service Category	Rate Group	Monthly Rate
SmartATM	Zone 1 Exchanges	\$23.00
	Zone 2 Exchanges	25.00
	Zone 3 Exchanges	30.00

6.21.2 Message rate, per minute

Service Category	Rate Group	Per Minute
Per minute	All Exchanges	\$.05

6.21.3 Line Connection Charge, per line

Service Category	Rate Group	Nonrecurring
Line Connection Charge, per line	All Exchanges	\$50.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.22 Public Access Line (PAL) Service**

6.22.1 Basic Public Access Lines will be provided at the following rates and charges:

	USOC	Nonrecurring Charge	Monthly Rate
Flat			
- Full resale, per line	12Y	\$50.00	\$11.13
Coinless Subscriber Service			
- Digital and ESS offices			
- Outgoing only, per line	1PZ	50.00	11.13
- Two-way, per line	1NP	50.00	11.13

6.22.2 The following nonrecurring charge for changes applies:

	Nonrecurring Charge
Per activity, per CO access line changed	\$27.50

6.22.3 Fraud Protection features will be provided to customers at the following rates and charges.

	USOC	Nonrecurring Charge	Monthly Rate
Fraud Protection			
- Incoming, per line	PSES1	\$0.00	-
- Outgoing, per line	PSESO	1.12	\$0.11
- Incoming and outgoing, per line	PSESP	1.12	0.11

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ATTACHMENT C

To Be Provided Following Publication

ATTACHMENT D

See attached financials.

Balance Sheets

December 31, 2005 and 2004

	<u>2005</u>	<u>2004</u>
<u>Assets</u>		
Current assets		
Cash	\$ 312,137	\$ 141,803
Restricted cash	110,000	300,000
Trade accounts receivable, net of allowance for doubtful accounts of \$584,287 and \$941,852, respectively	4,653,448	4,058,358
Prepaid expenses and other current assets	<u>912,169</u>	<u>428,070</u>
Total current assets	<u>5,987,754</u>	<u>4,928,231</u>
Property and equipment		
Telecommunication infrastructure	1,058,030	3,079,241
Less accumulated depreciation	<u>(725,008)</u>	<u>(1,148,032)</u>
Total property and equipment, net	<u>333,022</u>	<u>1,931,209</u>
Total assets	<u>\$ 6,320,776</u>	<u>\$ 6,859,440</u>
<u>Liabilities and Members' Deficit</u>		
Current liabilities		
Notes payable - current portion	\$ 351,794	\$ 6,438,202
Note payable to bank	2,010,049	2,533,136
Trade accounts payable	4,769,385	2,908,454
Deferred revenue	959,812	735,597
Accrued liabilities	1,943,431	1,757,112
Customer deposits	176,954	254,219
Membership unit repurchase obligation	<u>1,575,000</u>	<u>-</u>
Total current liabilities	<u>11,786,425</u>	<u>14,626,720</u>
Notes payable - long-term	<u>5,672,960</u>	<u>-</u>
Members' deficit	<u>(11,138,609)</u>	<u>(7,767,280)</u>
Total liabilities and members' deficit	<u>\$ 6,320,776</u>	<u>\$ 6,859,440</u>

The accompanying notes are an integral part of these financial statements.

Statements of Operations

For the Years Ended December 31, 2005 and 2004

	<u>2005</u>	<u>2004</u>
Telecommunications services revenue	\$ 36,812,757	\$ 29,380,893
Cost of telecommunications revenue	<u>26,017,852</u>	<u>18,480,579</u>
Gross profit	<u>10,794,905</u>	<u>10,900,314</u>
Operating expenses		
Selling, general and administrative	10,554,068	9,135,292
Depreciation	241,301	295,863
Abandonment of property and equipment	<u>1,543,298</u>	<u>-</u>
Total operating expenses	<u>12,338,667</u>	<u>9,431,155</u>
Income (loss) from operations	<u>(1,543,762)</u>	<u>1,469,159</u>
Other income (expense)		
Interest income	7,591	6,018
Interest expense - cash	(571,344)	(564,049)
- non-cash	(1,511,750)	(1,465,458)
Amortization of loan fees	<u>(22,568)</u>	<u>(58,651)</u>
Total other income (expense), net	<u>(2,098,071)</u>	<u>(2,082,140)</u>
Net loss	<u>\$ (3,641,833)</u>	<u>\$ (612,981)</u>

The accompanying notes are an integral part of these financial statements.

Statements of Members' Deficit

For the Years Ended December 31, 2005 and 2004

	Membership <u>Units</u>	Members' <u>Deficit</u>
Balance - January 1, 2004	5,549,675	\$ (7,204,299)
Issuance as payment of interest	11,111	50,000
Net loss	<u>-</u>	<u>(612,981)</u>
Balance - December 31, 2004	5,560,786	(7,767,280)
Conversion of debt to membership units	738,202	1,845,504
Anti-dilution units issued	15,188	-
Buyout of membership units	(836,221)	(1,575,000)
Net loss	<u>-</u>	<u>(3,641,833)</u>
Balance - December 31, 2005	<u>5,477,955</u>	<u>\$ (11,138,609)</u>

The accompanying notes are an integral part of these financial statements.

Statements of Cash Flows

For the Years Ended December 31, 2005 and 2004

	<u>2005</u>	<u>2004</u>
Cash flows from operating activities		
Net loss	\$ (3,641,833)	\$ (612,981)
Adjustments to reconcile net loss to net cash provided by operating activities		
Depreciation	241,301	295,863
Loss on abandonment of property and equipment	1,543,298	-
Accretion of discount on notes payable	1,511,750	1,465,458
Payment of interest with equities	-	50,000
Changes in operating assets and liabilities		
Trade accounts receivable	(595,090)	(867,189)
Prepaid expenses and other current assets	(400,517)	(8,224)
Trade accounts payable	1,860,931	466,991
Deferred revenue	224,215	174,856
Accrued liabilities	186,319	83,010
Customer deposits	(77,265)	(38,653)
Net cash provided by operating activities	<u>853,109</u>	<u>1,009,131</u>
Cash flows from investing activities		
Purchases of property and equipment	(126,412)	(166,118)
Change in capital lease	-	(9,380)
Decrease (increase) in restricted cash	190,000	(50,000)
Decrease in other assets and deposits	-	4,050
Net cash provided (used) by investing activities	<u>63,588</u>	<u>(221,448)</u>
Cash flows from financing activities		
Payments on note payable - bank loan	(523,087)	(497,059)
Payments on notes payable	(223,276)	(562,948)
Net cash used by financing activities	<u>(746,363)</u>	<u>(1,060,007)</u>
Net increase (decrease) in cash	170,334	(272,324)
Cash - beginning of year	<u>141,803</u>	<u>414,127</u>
Cash - end of year	<u>\$ 312,137</u>	<u>\$ 141,803</u>

The accompanying notes are an integral part of these financial statements.

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Commissioner

GARY PIERCE
Commissioner

In the Matter of the Application of Navigator)
Telecommunications, LLC for a Certificate)
of Convenience and Necessity to Provide)
Resold and Facilities-Based Local Exchange)
Telecommunications Services)

Docket No. T-20398A-06-0346

SUPPLEMENT TO APPLICATION

Navigator Telecommunications, LLC ("Navigator") files this Supplement to include as part of its Application a proposed tariff for Access Services. Attached as Exhibit A to this filing is the proposed Tariff. Navigator requests that this revised tariff be approved as part of its Application in this proceeding.

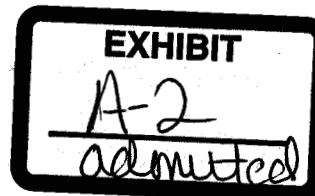
RESPECTFULLY SUBMITTED this 11th day of January, 2007.

LEWIS AND ROCA LLP

Michael T. Hallam

Thomas H. Campbell
Michael T. Hallam
40 North Central Avenue
Phoenix, AZ 85004

Attorneys for Navigator Telecommunications,
LLC



1 ORIGINAL and thirteen (13) copies
2 of the foregoing filed
3 this 11th day of January 2007, with:

4 The Arizona Corporation Commission
5 Utilities Division – Docket Control
6 1200 W. Washington Street
7 Phoenix, Arizona 85007

8 Copy of the foregoing hand-delivered
9 this 11th day of January, 20007, to:

10 Maureen Scott
11 Legal Department
12 Arizona Corporation Commission
13 1200 W. Washington Street
14 Phoenix, Arizona 85007

15 Armando Fimbres
16 Utilities Division
17 Arizona Corporation Commission
18 1200 W. Washington Street
19 Phoenix, Arizona 85007

20 Amy Bjelland, Administrative Law Judge
21 Hearing Division
22 Arizona Corporation Commission
23 1200 W. Washington Street
24 Phoenix, Arizona 85007

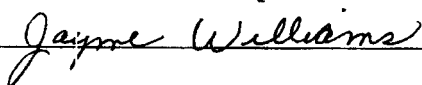
25
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EXHIBIT A

CARRIER TO CARRIER SERVICE

Regulations, Rates and Charges
applying to the provision of Carrier-to-Carrier Service
for connection to communications
facilities for Customers within
the operating territory of

Navigator Telecommunications, LLC.

Carrier to Carrier Services are provided by means of wire, fiber optics, radio,
or any other suitable technology or combination thereof.

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Issued by:

Louis F. McAlister, Jr., President
Navigator Telecommunications, LLC.
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860

Effective:

CARRIER TO CARRIER SERVICE

Check Sheet

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes for the original tariff and are currently in effect as of the date of the bottom of this page.

Page	Revision	Page	Revision
Title Page	Original	24	Original
Introduction		25	Original
1	Original	26	Original
2	Original	Section 3	
3	Original	1	Original
4	Original	2	Original
5	Original	3	Original
6	Original	4	Original
7	Original	5	Original
8	Original	6	Original
9	Original	Section 4	
10	Original	1	Original
11	Original	2	Original
12	Original	3	Original
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13	Original	Section 7	
14	Original	1	Original
15	Original	2	Original
16	Original	3	Original
17	Original	Section 8	
18	Original	1	Original
19	Original	2	Original
20	Original	3	Original
21	Original	4	Original
22	Original		
23	Original		

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CARRIER TO CARRIER SERVICE

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CARRIER TO CARRIER SERVICE

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CARRIER TO CARRIER SERVICE

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CARRIER TO CARRIER SERVICE

SYMBOLS

The following symbols are used for the purposes indicated below:

- D** - Indicates Discontinued Rate or Regulation.
- I** - Indicates Rate Increase.
- M** - Indicates Move in Location of Text.
- N** - Indicates New Rate or Regulation.
- R** - Indicates Rate Reduction.
- T** - Indicated Change of Text Only but No Change in Rate or Regulation.
- C** - Indicates Changed Regulation.
- S** - Indicates Reissued Matter.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line, which clearly shows the exact number of lines being changed.

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CARRIER TO CARRIER SERVICE

EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
ASR	Access Service Request
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CIR	Committed Information Rate
CO	Central Office
DA	Directory Assistance
DDD	Direct Distance Dialing
DS	Digital Standard
EF	Entrance Facility
EPVC	Extended Permanent Virtual Connection
EU	End User
EUP	End User Port
FCC	Federal Communications Commission
FG	Feature Group
FRAC	Frame Relay Access Connection
FRIC	Frame Relay Inter-network Connection

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EXPLANATION OF ABBREVIATIONS (Cont'd)

IC	Interexchange Carrier
ICB	Individual Case Basis
ICP	Inter-Network Customer Port
LATA	Local Access & Transport Area
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
PVC	Permanent Virtual Connection
SPVC	Standard Permanent Virtual Connection
VG	Voice Grade

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CARRIER TO CARRIER SERVICE

DEFINITIONS

Access - The ability to enter or exit a local exchange network in order to complete an interstate communication.

Access Charge - Charges assessed to the customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service Request - The order placed with a Local Access Provider (Company) for Access.

Asymmetric Digital Subscriber Line (ADSL)

An access technology that allows voice and high speed data to be sent simultaneously over local exchange service copper facilities. ADSL supports data rates of up to 1.544 Mbps when receiving data (downstream rate) and up to 256 Kbps when sending data (upstream rate).

Advance Payment - Part or all of a payment required before the start of service.

Carrier Common Line Charge - A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Commission - Arizona Corporation Commission (A.C.C.)

Committed Information Rate - The transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

Company - Navigator Telecommunications, LLC. the issuer of this tariff, a competitive local exchange carrier.

Conditioning - Action taken or equipment provided to ensure appropriate transmission characteristics for specific circuits.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Designated Premises - Premises designed by the customer for the provision of access service.

Customer Node - The equipment located at a customer designated premises that terminates a high speed optical channel and converts the signal from an optical to an electrical format.

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CARRIER TO CARRIER SERVICE

DEFINITIONS (Cont'd)

Customer Serving Wire Center - The end office or wire center from which a customer normally receives a dial-tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility - A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

Digital Subscriber Line (DSL) - An access technology that allows simultaneous voice and high speed data to be sent over local exchange service copper facilities.

Dial Tone Office - The local switching center where dial tone is provided for service.

Duplex Service - Service which provides for simultaneous transmission in both directions.

End User - Users of local telecommunications carrier's services who are not carriers.

End User Common Line Charge - A recurring flat monthly charge per line to residential and business end users. This charge covers a portion of the local loop costs.

Equal Access - The service which provides trunk connection to switched network services that is equal in type, quality and price to the same service provided to AT&T.

Exchange - The geographic area established by the Company and approved by the regulatory commission for the provision of local telecommunications services.

Fiber Optic Line - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver which translates the message.

Frame - A group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits for Packet Data Network purposes.

Frame Relay Access Connection - The physical facility, including the associated port, between the end user's data terminal equipment and the Company frame relay switch.

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CARRIER TO CARRIER SERVICE

DEFINITIONS (Cont'd)

Frame Relay Access Service - A type of packet data network service that allows the interconnection of networks or other compatible customer premises equipment for the purpose of connecting to a frame relay network for transmission of data in frame packets.

Frame Relay End User Port - A physical location in the Company switching office where the end user customer connects to the frame relay switch/frame relay network. It specifies how a frame relay switch sends and receives data.

Frame Relay Inter-network Connection - The physical facility, including the associated port, between the access customer's frame relay network and the Company's frame relay switch.

Frame Relay Inter-network Customer Port - The physical location in the Company's switching office where the access customer's facility connects to the frame relay access service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

High Capacity Special Services - An Access Service channel for the transmission of isochronous serial data at rates of 1.544, 3.152, 6.312, 44.736 or 274.176 Megabits per second (Mbps).

Hub - A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis - Pricing arrangement based on unique customer request.

Interexchange Carrier - A carrier engaged in the provision of intrastate, interstate or international telecommunications services.

Kbps - Kilobits, denotes one thousand bits per second.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Access and Transport Area - Geographic areas established for defining the territory within which a Bell Operating Company may offer its exchange telecommunications and exchange access services. Other communications entities may be associated with a BOC LATA or Independent Exchange Carriers Market Service Area.

Market Service Area - The geographic area established by an Independent Exchange Carrier not associated with a Bell Operating Company LATA within which they may offer exchange or exchange access telecommunications service.

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CARRIER TO CARRIER SERVICE

DEFINITIONS (Cont'd)

Meet Point - A point designated by two Exchange Carriers for billing purposes.

Mixed Use - The use of Switched Access and Special Access services over the same wideband and high capacity facilities through a common interface.

Multiplexing - The process of combining multiple parallel circuits into a single communications channel.

Network - The Company's fiber optics based facilities and/or purchased facilities as part of an interconnection agreement.

Nonrecurring Charge - A one-time charge, generally applied to activities associated with the establishment of service, construction, rearrangements, and/or optional features and functions.

Optical Carrier Channel - The high speed optical communications path for transporting information utilizing a Synchronous Optical Channel platform.

Optional Features and Functions - These are features and functions a customer may order to improve the quality or utility of Access Services.

Packet Data Network - A high-speed digital data transport mechanism that moves variable length packets or frames through the network to the same or different addresses.

Pay Telephone - The term denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call, or (4) calling collect.

Payphone Service Provider - The term denotes an entity that provides pay telephone service, which is the provision of public, semi public or inmate pay telephone service.

Permanent Virtual Connection - The term denotes a software defined, end-to-end bi-directional communications path within the frame network/switch to connect a Frame Relay and User Port.

Premises - Space occupied by a customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way) not separated by a highway.

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CARRIER TO CARRIER SERVICE

DEFINITIONS (Cont'd)

Pre-subscription - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Point of Termination - A physical point within a LATA or Market Service Area at which the Company's responsibility for access service ends.

Recurring Charges - Monthly charges to the customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

RMS Jitter - Short-term variations of the significant instants of a digital signal, peak to peak, from their ideal positions in time.

Service Order - A written request for Access Services initiated by the customer to the Company in the format devised by the Company. It is sometimes referred to as an Access Service Request (ASR). The signing of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties set forth herein pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Service Commencement Date - The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff. In the latter case, the Service Commencement Date is the date of the customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Standard Permanent Virtual Connection - The connection of ports within the same frame relay network or switch. A software connection sometimes referred to as Permanent Virtual Connection.

Switched Access Service - Access to the Company's local switch network by an interexchange carrier for the purposes of originating and/or terminating jurisdictional communications.

Transport Interconnection Charge - A per-access minute charge applicable to transport per FCC CC Docket No. 91-213, Report and Order, March 5, 1998.

Wire Center - A building in which the Company's switching center is located for the purpose of providing service.

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CARRIER TO CARRIER SERVICE

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CARRIER TO CARRIER SERVICE

1. **APPLICATION OF TARIFF**

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of access service (hereinafter Services) within the State of Arizona provided over the facilities of Navigator Telecommunications, LLC. Navigator will provide service in Arizona utilizing resale, unbundled network elements and commercial agreements of the applicable Local Exchange Carrier.
- 1.2 Services provided to customers of Navigator Telecommunications, LLC., (hereinafter the "Company,") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.
- 1.3 Services provided to customers of the Company will be provided subject to availability of equipment and facilities. In the event the requested service or services cannot be provisioned, the Company will so advise the customer in writing.

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2. GENERAL REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

Navigator undertakes to provide Service(s) and the furnishing of intrastate transmission of information. Navigator may offer these services over its own or resold facilities.

2.1.2 Terms and Conditions

2.1.2.1 Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers are required to enter written service orders (ASRs) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (Section 3) of this tariff.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the customer's communications. The customer shall be solely responsible for message content.

2.1.2.4 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

2.1.2.5 At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

2.1.2.6 Service may be terminated on written notice to the customer if the customer is using the service in violation of the tariff or the customer is using the service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Arizona Corporation Commission.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

- A. Another customer, whether an individual, partnership, association or corporation provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and any termination liability applicable to such Service(s).

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.1.3.2 Provisioning Sequence

The services offered herein will be provided to customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the customer's Access Service Request (ASR). ASRs must contain all the required information for each respective service so delineated in other sections of this tariff. The customer's ASRs will not be deemed to have been received until such information is provided.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

2.1.3.4 Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental special consequential, exemplary or punitive damages to customer as a result of any Company service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer due to the failure or malfunction of customer-provided equipment or facilities.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.
- G. The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.
- I. The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.
- J. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Equipment and Facilities

2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a customer on or before a particular date, subject to the provisions of and compliance by the customer, with the regulations contained in this tariff and subject to the availability of services from other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any customer.

2.1.4.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.

2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the customer.

2.1.4.4 Equipment the Company provides or installs at the customer premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.4.5 The customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the premises of the customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

2.1.4.6 The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

- A. The transmission of signals by Customer Provided Equipment or for the quality of, or defects in such transmission, or
- B. The reception of signals by Customer Provided Equipment.
- C. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Equipment or Facilities

2.1.5.1 The Company will provide to the customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.

2.1.5.3 The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.

2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer-furnished equipment or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable notification to the customer in writing. The Company will work cooperatively with the customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Generally, such activities are not specific to an individual customer, but affect many customers' service(s). No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the customer might not be possible.

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2. GENERAL REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-Routine Installation**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional installation charges will be adjusted to reflect increases in costs incurred by the Company.

2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilize in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service. Special arrangements do not normally require additional costs, but may require additional time to provision.

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2. **GENERAL REGULATIONS (Cont'd)**

2.2 Obligations of the Customer

2.2.1 Responsibilities of the Customer

The customer shall be responsible for the following:

- A. Ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- B. The Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- C. Payment of all applicable charges pursuant to this tariff;
- D. Damage to or loss of the Company's facilities or equipment caused by acts or omissions of the customer; or noncompliance by the customer; or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- E. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;
- F. Where applicable, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the customer;

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 Responsibilities of the Customer (Cont'd)

- G. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- H. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible as stated, preceding, and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- I. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- J. Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
 - 1. Interferes with or impairs the Services(s) of the Company, other carriers, or other customers;
 - 2. Causes damage to Company facilities;
 - 3. Interferes with the privacy of communications;
 - 4. Creates a hazard to the Company's employees or the public; or
 - 5. Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Claims

With respect to any Service or facility provided by the Company, customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- A. Any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives, or invitees; or
- B. Any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between customer and Company.

2.3 Customer Equipment and Channels

2.3.1 General

A customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for purposes other than voice grade telephonic communication except as specifically stated in this tariff.

2.3.2 Terminal Equipment

2.3.2.1 Terminal equipment on the customer premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer.

2.3.2.2 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities

2.3.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the customer's expense.

2.3.3.2 Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.4 Inspections

2.3.4.1 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.3.2.2 for the installation, operation and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.4.2 If the protective requirements for customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

2.3.5.1 The Service(s) the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.

2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and the Arizona Corporation Commission regulations, policies, guidelines, orders and decisions.

2.3.5.3 The Company may require a customer to immediately stop its transmission of signals if said transmission is causing interference to others.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period. End User Common Line Service (End User Service) charges are billed in advance.

The customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. All bills, other than those for End User Service, are due 25 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

2.4.1.1 The customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

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CARRIER TO CARRIER SERVICE

2. **GENERAL REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

2.4.2.1 The Company will establish a bill day each month for customer accounts. Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.

2.4.2.2 A Nonrecurring Charge is due and payable within 25 days after the invoice date.

2.4.2.3 The Company shall present invoices for Recurring Charges monthly to the customer, in advance of the month in which Service is provided; Recurring Charges shall be due and payable within 25 days after invoice date.

2.4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 25 days after invoice date.

2.4.2.5 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis with every month considered to have 30 days.

2.4.2.6 Billing of the customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this tariff. The Service Order Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection Charges (Cont'd)

2.4.2.7 If any portion of the customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the lesser of:

A. Navigator Telecommunications, LLC. will assess a late payment charge equal to 1.5 percent for any past due balance, excluding any prior late charges, that exceeds thirty days.

B. Late payment penalty charges will apply to amounts withheld pending settlement of the dispute, when the billing dispute is resolved in favor of the Company. Late payment charges are calculated as set forth in (a) or (b) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

2.4.2.8 In addition to other penalties or fees, the customer will be assessed a returned payment charge of Twenty-five dollars (\$25) for each check or other instrument submitted by the customer to the Company which a financial institution refuses to honor for any reason.

2.4.2.9 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

2.4.2.10 The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Board in accordance with the Board's rules of procedure.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due to the Company.

2.4.3 Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between interstate and intrastate jurisdictions. Updates to jurisdictional levels may be made by the customer not more frequently than quarterly. When mixed interstate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions.

2.4.4.2 When a customer orders Switched Access, the customer may provide the projected jurisdictional usage for the end office in its order. Alternatively, the Company, where the jurisdiction can be determined from the call detail, will determine the projected jurisdictional usage percentage as follows:

A. For originating access minutes, the projected jurisdictional usage percentage will be developed on a monthly basis where Switched Access Service minutes are measured by dividing the measured interstate (generally calls between states) minutes by the total originating access minutes.

B. For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop the projected interstate percentage for such terminating access minutes.

2.4.4.3 When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Company to use the Company-developed percentage. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (intrastate usage percentage = $100 - \text{interstate percentage}$).

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting Requirements (Cont'd)

2.4.5 Deposits

2.4.5.1 To safeguard its interests, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a service to the customer. A deposit does not relieve the customer of the responsibility for the prompt payment of bills as provided for in this tariff.

2.4.5.2 A deposit may be required in addition to an advance payment.

2.4.5.3 When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

2.4.5.4 Interest on deposits will be paid at a minimum of 6 percent per annum.

2.4.5.5 Such a deposit will be refunded or credited to the customer's account after a one year, prompt-payment record is established.

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2. **GENERAL REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

- 2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days prior written notice to the customer, discontinue or suspend Service without incurring any liability.
- 2.4.6.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 30 days prior notice in writing to the customer, discontinue or suspend Service without incurring any liability if such violation continues during the period.
- 2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend Service without incurring any liability.
- 2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.6.5 Upon the Company's discontinuance of Service to the customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such Service(s) would have otherwise been provided to the customer to be immediately due and payable.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

2.4.7.1 Where the customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

2.4.7.2 Where, prior to cancellation by the customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply.

2.4.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.7.4 The special charges described above will be calculated and applied on a case-by-case basis.

2.4.8 Changes in Service Requested

If the customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the customer's installation fee and/or recurring charges shall be adjusted accordingly.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

2.4.9.1 For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

2.4.9.2 A credit allowance does not apply in the following cases:

- A. Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the customer, or other common carrier providing service connected to the Service of the Company.
- B. Interruptions of a Service due to the failure of equipment or systems provided by the customer or others.
- C. Interruptions of a Service during any period in which the Company is not afforded access to the premises.

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2. **GENERAL REGULATIONS (Cont'd)**

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

2.4.9.2 A credit allowance does not apply in the following cases: (Cont'd)

- D. Interruptions of Service during any period when the customer has released Service to the Company for maintenance purposes or for implementation of a customer order for a change in Service arrangements.
- E. Interruptions of Service due to circumstances or causes beyond the control of the Company or where the customer continues to use the Service on an impaired basis.
- F. In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the customer.

2.4.9.3 The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

2.4.9.4 Use of an Alternative Service Provided by the Company.

Should the customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

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2. **GENERAL REGULATIONS** (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

2.4.9.5 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the Service:

- A. Is the same type as was in service prior to the occurrence,
- B. Is for the same customer at the same location on the same premises, and
- C. Is reestablished within 60 days of the occurrence. The 60 days may be extended a reasonable period if the renovation of the original location on the premises is not practical.

Nonrecurring charges will apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

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2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing

2.5.1 Title or Ownership Rights

The payment of rates and charges by customers for the Services offered under the provisions of this tariff does not assign, confer, or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

2.5.2.1 The Company shall produce verifiable and auditable access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications company, each company jointly providing the Service will receive an order or a copy of the Access Service Request from the customer. Each telecommunications company must ensure that appropriate usage information is provided to the other telecommunications company for access minutes purposes.

2.5.3.1 The Company will provide Service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the customer for its portion of the Service based on its access tariff rates and regulations.

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2. GENERAL REGULATIONS (Cont'd)**2.5 Access Billing (Cont'd)****2.5.3 Meet Point Billing (Cont'd)**

2.5.3.2 For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

- A. Prepare its own bill;
- B. Determine its charge(s) for access elements;
- C. Determine and include all recurring and non-recurring rates and charges of its access tariffs; and
- D. Reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s).

The customer will remit payment directly to each bill rendering company.

2.5.4 Duration of Use Charges

2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

2.5.4.2 For originating calls, usage measurement begins when the originating switch receives the first wink supervisory signal forwarded from the customer's point of termination.

2.5.4.3 The measurement of originating usage ends when the originating switch receives disconnect supervision from either the originating end user's end office or the customer's point of termination, whichever is recognized first by the switch.

2.5.4.4 For terminating calls, the measurement of access minutes begins when the terminating switch receives answer supervision from the terminating user's end office.

2.5.4.5 The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating end user's end office, or the customer's point of termination, whichever is recognized first by the switch.

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2. **GENERAL REGULATIONS (Cont'd)**

2.5 Access Billing (Cont'd)

2.5.5 Distance Charges

2.5.5.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Bellcore which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.5.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above referenced document(s),
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- C. Square the difference obtained in (b) above,
- D. Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- F. Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

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2. GENERAL REGULATIONS (Cont'd)**2.5 Access Billing (Cont'd)****2.5.6 Suspension, Termination or Refusal of Service**

2.5.6.1 Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.5.7) of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

2.5.6.2 Suspension or termination of Service will not be made until after: (1) at least 30 days written notification has been served personally on the customer; (2) at least 30 days after verification of receipt of certified mail has been made by the Company; or (3) at least 30 days after the customer has refused a certified or registered written notification mailed to the customer billing address. Service shall not be suspended or terminated on weekends, legal holidays or on days when the business office of the Company is not open for business.

2.5.6.3 When a customer refuses to pay bills rendered or deposits requested (subject to exceptions shown in Section 2.5.7) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

2.5.6.4 The Company, after providing notice in writing to the customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned. Customers will have an appropriate opportunity to respond to such notice.

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- A. For nonpayment of billed amounts that are in dispute while an investigation of the dispute is being made by the Company (undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute);
- B. For nonpayment of Service which has been billed but not rendered; or
- C. For nonpayment of billed amounts for charges other than those for the Service.

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3. ACCESS ORDERING

3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. An Access Service Request (ASR) is an order to provide the customer with Switched and Access Related Service, or to provide changes to existing access services.

A customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical except for those for multi-point Service.

The customer shall provide to the Company the following information in addition to other requirements of this section:

- A. Customer name and premises address,
- B. Billing name and address, if different from customer name and address,
- C. Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Access Service in accordance with the customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to customers upon request and will be provided in a reasonable period of time.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

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3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Expedited Orders

When a customer places an Access Service Request (ASR) and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a customer requests an earlier Service date on an existing ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The customer will be notified of the additional estimated costs for authorization.

Upon authorization of additional costs by the customer, the Company will keep a record to accumulate such costs and assure that costs will not exceed 10 percent of the estimated charges to the customer.

3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the customer, but within the purview of the Company.

Where special facilities routing is provided, the customer may request a specific channel or transmission path be used to provide Service in which case the Company will make a reasonable effort to accommodate the customer request.

3.2 Ordering Requirements

3.2.1 Switched Access Service

When ordering Switched Access Service, the following information shall be provided by the customer:

- A. The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the customer designated premises and the entry switch;
- B. Optional Features desired; and
- C. Projected percentage of jurisdictional use.

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3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.5 Miscellaneous Services

3.2.5.1 Miscellaneous Services may include, but are not limited to testing, special facilities routing, and additional labor. These items may be ordered initially or may subsequently be added to a pending order at any time up to and including the service date for the Access Service. When a Service date change results from ordering these Miscellaneous Services, the appropriate Service Date Change and/or Design Change charge will apply.

3.2.5.2 When the Company determines that Additional Engineering is necessary to accommodate a customer request, the customer will be notified by the Company of the reason for, and amount of Additional Engineering. A firm order will only be established where the customer agrees to the Additional Engineering. The Company will assure that Additional Engineering charges do not exceed the estimate by more than 10 percent.

3.2.5.3 In any instance where an Access Order affects more than one communications company, the customer must also provide a copy of the order to the company(s) involved.

3.3 Access Ordering Charges

3.3.1 Access Order Charge

3.3.1.1 An Access Order Charge is applied to all customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- A. When a Service Date Change Charge is applicable;
- B. When a Design Change Charge is applicable;
- C. When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- D. When a Miscellaneous Service Order Charge is applicable;
- E. When a Pre-subscription Charge is applicable; or
- F. When a Company initiated network reconfiguration requires a customer's existing access service to be reconfigured.

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3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges

3.3.1 Access Order Charge (Cont'd)

3.3.1.2 An Access Order Charge will be applied on a per order basis to each order, or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, or trunks will be treated as a new order (for the increased amounts) rather than a change order.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the customer to either an earlier date or a later date does not exceed 30 calendar days from the original Service date.

The customer may request a change of Service date on a pending Access Service Request prior to the Service date, and if the Company can accommodate the change, a new Service date will be set, and a service date change charge will apply.

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of CDP, first point of switching. Changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested customer change and notify the customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On customer approval, a Design Change Charge would apply in addition to any other charges (e.g., service date change).

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3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

3.3.6 Cancellation of Access Order Charge

3.3.6.1 A customer may cancel an Access Order for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the customer. When a customer cancels an Access Service Request, a Cancellation Charge will apply as follows:

- A. Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- B. When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.
- C. Any partial cancellation (e.g., cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the customer cancels an Access Service Request prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

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4. SWITCHED ACCESS

4.1 General

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

4.2 Carrier Common Line (CCL)

The Carrier Common Line portion of Switched Access is associated with the local loop, drop and associated equipment from the end office switching center to the End User Customer. The Company will provide the use of Company common lines by a customer for access to end users at rates and charges set forth in Section 7. Jurisdictional rates apply for originating, terminating, and terminating only usage.

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

All Switched Access Service provided to the customer will be subject to the Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4.2.1 Rate Categories

Carrier Common Line Service is included in the rate for Access Service in Section 7.

4.3 End User Access Service

The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its local exchange tariff. This service is known as an End User Common Line (EUCL). A EUCL charge applies to each single-line residence and each multi-party line service as if the customer had subscribed to single-line service. Similarly, when an end user is provided single local business exchange service, end user and multiparty services charges are set forth in Section 7. The EUCL charge applies to each individual line or trunk. In the case of multiparty service, each party is deemed to be a user of a EUCL.

4.3.1 Rate Categories

The rate categories will be determined by regulatory rules, but may include any of the following or another method as determined by the FCC:

Rate per end user line,

Rate per access minute, or

Surcharge per line or Surcharge on revenues.

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4. **SWITCHED ACCESS** (Cont'd)

4.4 End Office

Switched Access Service provides for the use of common switching, terminating, and trunking facilities between a customer designated premises and an end-user's premises for originating and terminating traffic. The Company provides Switched Access (Equal Access) service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable an interexchange carrier customer to provide message toll service (MTS) and 1+, or when required, an access code of 101XXXX services. Rates are set forth in Section 7.

4.4.1 Rate Categories

Rate categories and descriptions include the following:

4.4.1.1 Local Transport: Charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the customer designated premises and the end office switch where the customer's originating or terminating traffic is switched. Local Transport consists of two elements: Local Transport Termination and Local Transport Facility. A customer may also request optional features and functions which have appropriate charges.

4.4.1.2 End Office/Local Switching: Charges related to the Company local end office switching entity which routes traffic to and from end users to interexchange carrier customers. The end office rate category includes two elements: Local Switching per access minute of use, and an in Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

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4. SWITCHED ACCESS (Cont'd)

4.4 End Office (Cont'd)

4.4.1 Rate Categories (Cont'd)

4.4.1.3 Optional Features and Functions: Those features and functions that are available in lieu of or in addition to the standard features provided with Access Service. They include, but are not limited to:

- A. Automatic Number Identification - this option provides the automatic transmission of a ten-digit number and information digits to the customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the customer.
- B. Service Class Routing - this option provides the capability of directing originating traffic from an end office to a trunk group to a customer designated premises, based on the line class of service (e.g., coin or hotel/motel), service prefix indicator (0-, 0+, 01+, or 011+).
- C. Trunk Access Limitation - provides for the routing of originating 900 service calls to a specified number of transmission paths in a trunk group, in order to limit (choke) the completion of such traffic to the customer.

Calls to the designated service, which could not be completed over the subset of transmission paths in the trunk group would be routed to a reorder tone.
- D. Call Gapping Arrangement - provides for the routing of originating calls to 900 service to be switched in the end office to all transmission paths in a trunk group at a pre-subscribed rate of flow, (e.g. one call every four seconds), in order to limit the completion of such traffic to the customer.
- E. Other Optional Features and Functions - both chargeable and non-chargeable, may be available from the Company such as Hunt Group Arrangement, Uniform Call Distribution Arrangement, Non-hunting Number Associated with Hunt Group Arrangement, and Operator Trunk - Full Feature, upon customer request.

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4. SWITCHED ACCESS (Cont'd)

4.5 Switched Access Service Specifications Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

4.5.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or customer facilities, natural disasters, mass calling demands, or national security demands.

4.5.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the customer to remedy the situation.

4.5.3 Provision of Service Performance Data

Service Performance data relative to end-to-end call completion and related performance items may be made available to the customer subject to availability and format on a previously arranged and scheduled basis. Such information will generally be provided in paper format. If other than paper format is desired, charges may apply and would be based on an individual case basis. Trunk Group Measurement reports in the form of CCS, peg count and overflow based on previously agreed to intervals may also be provided.

4.5.4 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the customer.

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4. SWITCHED ACCESS (Cont'd)

4.6 Switched Access Specifications Customer Requirements

The provision of Switched Access Service has certain obligations of the customer in addition to those set forth in Section 2 preceding, as follows:

4.6.1 Report Requirements

The customer is responsible for providing reports to the Company, when applicable. Such reports include:

- A. Jurisdictional Reports are required when customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- B. Code Screening Reports are required when customer orders service class routing, trunk access limitation or call gapping arrangements. The customer must report the number of trunks and/or appropriate codes to be instituted in each end office for each of the arrangements ordered.
- C. Trunk Group Measurement Reports with the agreement of the customer, trunk group data in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible will be made available to the Company. These data, which will be used to monitor trunk group utilization and service performance, will be based on previously arranged intervals and format.
- D. Supervisory Signaling necessary on-hook, off-hook supervision shall be provided by the customer's facilities in order to provide answer and disconnect supervision.

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4. SWITCHED ACCESS (Cont'd)

4.7 Toll Free Service Access Code Database Access Service

Toll Free Service Access Code Data Base Access Service is provided with switched access service. When a 1+ (e.g., 800, 888, or other toll free number) + NXX + XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Service Access Code Data Base to perform the identification function. The call will then be routed to the identified customer over switched access. The manner in which Toll Free Service Access Code Data Base Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- A. When Toll Free Service Access Code Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.
- B. When Toll Free Service Access Code Data Base Access Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the switched access service.

4.8 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

4.8.1 Description and Application of Rates

Switched Access Service rates are generally of two types, usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

4.8.1.1 Minimum Monthly Charge

Switched Access Service is provided subject to a minimum monthly charge for the total capacity provided. The charge shall be calculated based on the sum of the recurring charges of rate elements associated with services ordered, based on a 30-day month.

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4. **SWITCHED ACCESS** (Cont'd)

4.8 Rate Regulations (Cont'd)

4.8.2 Individual Case Basis Rates

Subject to Arizona Corporation Commission regulations and approval, the Company may, where certain Access Services or arrangements are required to meet customer requirements, utilize rates based on an Individual Case Basis.

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5. MISCELLANEOUS ACCESS SERVICE

5.1 General

Miscellaneous Access Service may be provided by the Company at the request of a customer on an Individual Case Basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include nonrecurring, recurring and/or special, terminating costs or combinations thereof.

5.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Access; Frame Relay; Switch 56; High Capacity; XDSL; Video Program; Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Pre-subscription; Verification of Orders for Long Distance. Miscellaneous Access Service is provided to customers on an individual case basis in accordance with rules of the Arizona Corporation Commission.

5.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

5.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the customer for the following: (1) when a customer requests additional information subsequent to the Company-provided DLR information; (2) when additional engineering time is required for a customized order; or (3) when a customer requests a design change and additional engineering time is required.

Additional Labor will apply when requested and approved by the customer for the following: (1) for overtime installation or repair specifically requested by the customer outside of normal Company working hours; (2) standby of Company personnel for acceptance testing on installations or cooperative testing in excess of one hour; or (3) when labor is required to meet a specific customer request not covered by any other section of this tariff.

5.2.3 New Services

New services not offered under this tariff will be provided initially on an Individual Case Basis in conformance with Arizona Corporation Commission rules.

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5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.4 Testing

When the customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at customer designated premises, additional charges will apply when accepted and approved by the customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with employees scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

5.2.5 Pre-subscription

Pre-subscription is the process by which an end user customer may select and designate to the Company an interexchange carrier (IC) for the provision of intrastate and interstate toll service. This IC is referred to as the end user's pre-designated IC. An end user customer may indicate a primary interexchange carrier or may elect to select an IC on a per call basis by dialing an access code to make toll calls. Customers that have pre-designated an IC may also dial an access code to direct calls to an alternative IC on a per-call basis. There are no initial charges associated with pre-subscription.

A customer may initiate a pre-subscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to aid the customer in the selection process. The change of an IC is subject to the appropriate non-recurring charge.

If an IC requests a primary interexchange carrier (PIC) change on behalf of a billed party with the appropriate authorization and the customer advises the Company the authorization is denied and the IC is unable to substantiate the change, the customer will be reassigned to its previously selected IC if a change has already taken place and the IC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC change charge.

5.2.6 Verification of Orders for Long Distance

IC's shall submit orders to the Company for PIC designations only in compliance with the rules of the Arizona Corporation Commission and the Federal Communications Commission. When Company personnel incur administrative costs associated with verification of orders for long distance, a Verification of Order for Long Distance charge may apply.

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5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.7 Maintenance of Service

The customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises and trouble is found to be with customer facilities or equipment.

5.2.8 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the customer on an Individual Case Basis (ICB) if such services or arrangements meet the following:

- A. The service(s) or arrangement(s) are not offered under other sections of the tariff,
- B. The service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices, and
- C. The offering is subject to availability of Company personnel and capital resources.

5.2.9 Blocking Service

5.2.9.1 International Blocking Service

The Company will provide International Blocking Service to customers who obtain Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international calls that use the call sequence of 011+ the appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked calls to a recorded message.

An International Blocking Service charge is applicable for each new or existing exchange line or trunk or Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Switched Access line at the same time that it is disconnected.

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5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.9 Blocking Service (Cont'd)

5.2.9.1 International Blocking Service (Cont'd)

A Miscellaneous Service Order Charge as set forth in Section 7 will apply to orders adding or removing International Blocking Service that are placed subsequent to the initial installation of the associated exchange line(s) or trunk(s) or Switched Access line(s). This charge does not apply when blocking is removed from an exchange line or trunk or Switched Access line at the same time that it is disconnected.

5.2.9.2 900 Blocking Service

The Company will provide 900 Blocking Service to customers who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed calls placed to a 900 number. When capable, the Company will route the blocked calls to a recorded message.

A Blocking Service charge is applicable when ordered by the end user customer except when such customer establishes telephone service at a new number and for 30 days thereafter.

The Blocking Service charge is applied for each line, to which 900 Blocking Service is added or removed. Requests by end user customers to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

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CARRIER TO CARRIER SERVICE5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.10 Originating Line Screening (OLS) Service

The Telephone Company will provide OLS Service to end user customers who obtain local exchange service from the Company under its general or local exchange tariffs. OLS Service enables customers to determine whether there are billing restrictions on lines from which a call is placed. OLS Service delivers a code on operator assisted calls made from an aggregator location to identify privately owned payphones, inmate and hotel/motel locations.

OLS Service is provided at no charge when ordered with the installation of new local exchange service. However, when OLS Service is added to existing exchange lines, an OLS Service charge is applied as set forth in Section 7. This charge is applied for each exchange line to which an OLS code is assigned. The customer must specify the number of lines and each individual telephone number equipped.

A Miscellaneous Service Order Charge as set forth in Section 7 will apply to orders adding OLS Service that are placed subsequent to the initial installation of the associated exchange line. This charge does not apply when the OLS code is removed from an exchange line at the same time that it is disconnected.

At the request of the customer, the Company will confirm OLS codes associated with a line from which a call is placed.

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CARRIER TO CARRIER SERVICE**6. TELECOMMUNICATIONS SERVICE PRIORITY****6.1 General**

This section contains tariff information relative to the provision or treatment of access services for the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System. The NSEP TSP System authorizes priority treatment to certain domestic telecommunications services for which provisioning or restoration priority levels are requested, assigned, and approved in accordance with the Federal Communications Commission's Part 64 Rules, Subpart D.

6.2 Description

The NSEP TSP System is the regulatory, administrative, and operational system authorizing and providing for priority treatment; i.e., provisioning and restoration, of NSEP telecommunication services. As such, it establishes the framework for telecommunication service vendors to provision, restore, or otherwise act on a priority basis to ensure effective NSEP telecommunication services. The NSEP TSP System allows the assignment of priority levels to any NSEP service across three time periods or stress conditions:

Peacetime/Crisis/Mobilizations,

Attack/War,

Post-Attack/Recovery.

Although priority levels normally will be assigned by the Executive Office of the Vice President and retained by service vendors only for the current time period, they may be pre-assigned for the other two time periods at the request of service users who are able to identify and justify in advance, their wartime or post-attack NSEP requirements.

6.3 Implementation

The Company will in the provision or restoration of its Service(s) and in cooperation with other carriers, within the limits of good management, make available or restore the necessary facilities to provide service or to provide temporary emergency service.

Where appropriate, the Company may make use of government-owned facilities to provide, restore or provide temporary emergency service.

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6. **TELECOMMUNICATIONS SERVICE PRIORITY** (Cont'd)

6.4 Billing & Rates for Service

In accordance with Federal Government Regulations, all service provided to the Federal Government will be billed in arrears. However, this provision does not apply to other customers that obtain services under this tariff to provide their services to the Federal Government.

The rates and charges for services shall be developed on an Individual Case Basis and shall be consistent with the rates and charges for services offered in other sections of this tariff.

When mileage is used for rate application between serving wire centers, the V&H coordinate method shall be used. Where V&H coordinates do not exist, point-to-point airline distance shall apply.

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7. RATES AND CHARGES

7.1 General

Rates for service will include nonrecurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or combinations of same and are identified herein.

Per/Minute

7.2 Blended Carrier Switched Access

Originating	\$0.034340
Terminating	\$0.048540

7.3 Switched Access Service

7.3.1 800 Data Base Access Service Queries

Per Query	\$0.011000
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7. RATES AND CHARGES (Cont'd)

7.4	Access Order Charges	<u>Per Order/Per Occurrence</u>
	Access Order Charge	-
	Design Change Charge	\$32.96
	Service Date Change Charge	\$14.77
	Miscellaneous Service Order Charge	\$32.96
7.5	Miscellaneous Services	<u>Nonrecurring Charge</u>
A.	Pre-subscription	
	Per Telephone Exchange Service Line or Trunk	\$4.50
B.	Unauthorized PIC Change	
	Residence/Business Per Telephone Exchange Service Line or Trunk	\$32.09
	Per Pay Telephone Exchange Service Line or Trunk	\$51.81
C.	Billing Name and Address Service	
	Service Establishment Charge, for the initial establishment of BNA service on a mechanized or paper basis:	\$250.00
	Per Request:	\$50.94
	Per Account Within an Individual Request (Subscriber Line)	\$0.33
D.	Originating Line Screening (OLS) Service	
	Per Exchange Service Line	\$7.16

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8. **WIRELESS TERMINATION**

8.1 General Provisions

This section of the tariff details how traffic between the Company and Commercial Mobile Radio Service (CMRS) providers will be billed.

Navigator will use the following default factors to bill CMRS traffic:

2% InterMTA

98% IntraMTA

All categories of traffic will be defaulted as:

75% Terminating (Wireless to Landline)

25% Originating (Landline to Wireless)

These default factors shall be used until revised by mutual agreement or when actual usage records are available.

8.2 Compensation Rate Application

The Company will bill CMRS providers and be compensated by CMRS providers for the net difference of IntraMTA Traffic between them as described in Paragraph 8.3.1 following at the terminating per MOU rate set forth in Paragraph 8.5 following.

The Company and CMRS providers contemplate the exchange of InterMTA traffic. Charges for the transport and termination of InterMTA traffic shall be in accordance with the Company's filed access tariffs. Paragraph 8.3.2 following describes how the Company will bill CMRS providers for this traffic.

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8. WIRELESS TERMINATION (Cont'd)

8.3 Example of Rate Application

The Company will prepare its bill in accordance with existing CABS/SECABS billing systems using the following formula:

- 8.3.1 The Company will bill CMRS providers for the 50% net difference of the IntraMTA traffic (98% of the total traffic) originated by each CMRS provider and terminated to the Company and originated by the Company and terminated to each CMRS provider. This 50% net difference is derived by subtracting the CMRS providers' 25% portion of the total IntraMTA MOUs from the Company's 75% portion of the total IntraMTA MOUs.

For example: The total IntraMTA traffic (98% of 200K MOU of total traffic) between the Company and a CMRS provider is 196K MOU. Using the formula described above, the Company's share of this traffic is 147K MOU (75%) and the CMRS providers' share of this traffic is 49K MOU (25%). The net difference of 98K MOU (50%) is derived by subtracting the CMRS provider share of 49K MOU from the Company's share of 147K MOU. The Company would then bill the CMRS provider the net difference of 98K MOU times the terminating compensation rate per MOU of \$0.013.

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8. WIRELESS TERMINATION (Cont'd)

8.3 Example of Rate Application, cont.

- 8.3.2 The Company will bill CMRS providers for the 50% difference of the InterMTA traffic (2% of the total traffic) originated by each CMRS provider and terminated to the Company and originated by the Company and terminated to each CMRS provider. This 50% net difference is derived by subtracting the CMRS providers 25% portion of the total InterMTA MOUs from the Company's 75% portion of the total InterMTA MOUs.

For example: Using the same billing cycle traffic used in the example in Paragraph 8.3.1 above, the total InterMTA traffic (2% of 200K MOU of total traffic) between the Company and a CMRS provider is 4K MOU. Using the formula described above, the Company's share of this traffic is 3K MOU (75%) and the CMRS providers' share of this traffic is 1K MOU (25%). The net difference of 2K MOU (50%) is derived by subtracting the CMRS provider share of 1K MOU from the Company's share of 3K MOU. The Company would then bill the CMRS provider the net difference of 2K MOU times the charges contained in the Company's intrastate or interstate access tariffs as described in Paragraph 8.2 above.

8.4 Timing

The Company and CMRS providers will exchange billing information on a monthly basis. Payment arrangements are as shown in Section 2.4.

8.5 IntraMTA Terminating Compensation Rate

	Per Terminating Conversation Minute
Termination (End Office switching)	\$0.013

Issued:
Issued by:

Louis F. McAlister, Jr., President
Navigator Telecommunications, LLC.
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860

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BEFORE THE ARIZONA CORPORATION COMMISSION

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WILLIAM MUNDELL
Commissioner

MIKE GLEASON
Commissioner

KRISTIN K. MAYES
Commissioner

GARY PIERCE
Commissioner

In the Matter of the Application of Navigator)
Telecommunications, LLC for a Certificate)
of Convenience and Necessity to Provide)
Resold and Facilities-Based Local Exchange)
Telecommunications Services)

Docket No. T-20398A-06-0346

SUPPLEMENT TO APPLICATION

Navigator Telecommunications, LLC ("Navigator") files this Supplement to propose amendments to its original proposed tariff filed on May 26, 2006. Attached as Exhibit A to this filing is the revised Tariff. Navigator requests that this revised tariff be approved as part of its Application in this proceeding.

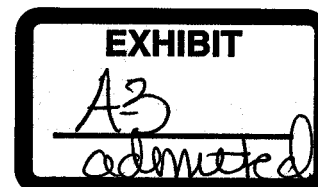
RESPECTFULLY SUBMITTED this 19th day of January, 2007.

LEWIS AND ROCA LLP



Thomas H. Campbell
Michael T. Hallam
40 North Central Avenue
Phoenix, AZ 85004

Attorneys for Navigator Telecommunications,
LLC



1 ORIGINAL and thirteen (13) copies
2 of the foregoing filed
3 this 19th day of January 2007, with:

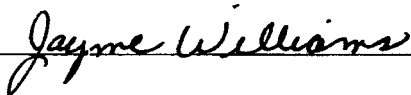
4 The Arizona Corporation Commission
5 Utilities Division – Docket Control
6 1200 W. Washington Street
7 Phoenix, Arizona 85007

8 Copy of the foregoing hand-delivered
9 this 19th day of January, 20007, to:

10 Maureen Scott
11 Legal Department
12 Arizona Corporation Commission
13 1200 W. Washington Street
14 Phoenix, Arizona 85007

15 Armando Fimbres
16 Utilities Division
17 Arizona Corporation Commission
18 1200 W. Washington Street
19 Phoenix, Arizona 85007

20 Amy Bjelland, Administrative Law Judge
21 Hearing Division
22 Arizona Corporation Commission
23 1200 W. Washington Street
24 Phoenix, Arizona 85007

25
26


COMPETITIVE TELECOMMUNICATIONS SERVICE
TARIFF SCHEDULE APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF ARIZONA
FOR
NAVIGATOR TELECOMMUNICATIONS, LLC.

Issued by:

Louis F. McAlister, President
Navigator Telecommunications, LLC.
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860
(501) 954-4000

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SM	Service Mark of Qwest Communications International, Inc.	
®	Service Mark of Qwest Communications International, Inc.	

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 North Little Rock, AR 72113-0860

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SM Service Mark of Qwest Communications International, Inc.
® Service Mark of Qwest Communications International, Inc.

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SYMBOLS

The following symbols are used for the purposes indicated below:

- D** - Indicates Discontinued Rate or Regulation.
- I** - Indicates Rate Increase.
- M** - Indicates Move in Location of Text.
- N** - Indicates New Rate or Regulation.
- R** - Indicates Rate Reduction.
- T** - Indicated Change of Text Only but No Change in Rate or Regulation.
- C** - Indicates Changed Regulation.
- S** - Indicates Reissued Matter.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially by section. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).1
- D. Check Pages** - When a Tariff filing is made with the Arizona Corporation Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check Page if these are the only changes made (i.e., the format, etc. remain the same), just revised revision levels on some pages. The Tariff user should refer to the latest Check Page to determine if a particular Page within the Tariff is the most current on file with the PSC.

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LIST OF WAIVED STATUTES AND REGULATIONS

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line – A connection of the Customer to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Service – Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, fraternal lodges, churches, clubs, other organizations of a similar nature and individuals practicing a profession or operating a business who have no offices other than their residence and where the use of service is principally or substantially of a business, professional or occupational nature.

Central Office – An operating office where connections are made between telephone exchange lines.

Commission – Arizona Corporation Commission.

Company - Whenever used in this tariff, "Carrier" or "Company" refers to Navigator Telecommunications, LLC, unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with all terms of the Company's Tariff.

Exchange – An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village, or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.

Exchange Access Line - Serving central office line equipment and all LEC plant facilities up to and including the LEC provided Standard Network Interface. These facilities are LEC provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. These lines are subject to non-recurring charges, as shown in Section 3 of this tariff.

ILEC - The Incumbent Local Exchange Carrier.

Installation Charge or Rate – A nonrecurring charge made to cover all or a portion of the cost associated with the installation or move of communication facilities.

LATA – Local Access and Transport Area. The area within which the Company provides local and long distance (intraLATA) service. For call to numbers outside this area (interLATA) service is provided by long distance companies.

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TECHNICAL TERMS AND ABBREVIATIONS, CONT.

LEC - Local Exchange Carrier.

Local Call - A call that, if placed by a customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Local Service - Telephone exchange service within a local calling area.

Message Rate Service - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Non-recurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Public Access Line Service - Service-providing facilities for a customer owned coin operated telephone ("COCOT").

Public Safety Answering Point (PSAP) - An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carrier, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Service - Any means of service offered herein or any combination thereof.

Service Central Office - The central office from which local service is furnished.

Service Charges - A nonrecurring charge associated with establishing or changing service.

Service Order - The request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the obligations of the parties as set forth herein and pursuant to this tariff.

Station-to-Station Calling - A service whereby the originating End User requests operator assistance to place or bill the call. Calls billed Collect, to a company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without operator assistance. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tariff - The rates, charges, rules and regulations adopted and filed by the Company and approved by the Arizona Corporation Commission.

Telephone Service - A service that consists of local and/or toll service.

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By Louis F. McAlister, President
8525 Riverwood Park Drive, P.O. Box 13860
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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to local exchange telecommunications services provided by Navigator to business and coin customers for telecommunication services between points within the State of Arizona. Navigator's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The Company concurs in the rules, regulations and local calling areas applying to and governing non-residential Local Exchange telephone service (hereinafter referred to as Exchange Access Lines service) as defined in the tariffs of Qwest Corporation on file with and approved by the Arizona Corporation Commission, and in any amendments thereto as authorized by the Arizona Corporation Commission or applicable law. Rates and specific footnotes are set out in the following pages of this tariff. The Company reserves the right to cancel and make void the above statement, subject to requirements as may be ordered by the Arizona Corporation Commission, at any such time as it appears that such cancellation is in the best interest of the Company and/or its Customers

The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Navigator Telecommunications, LLC. at 8525 Riverwood Park Drive, North Little Rock, Arkansas 72113.

Issued:

By Louis F. McAlister, President
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860

Effective:

SECTION 1 – RULES AND REGULATIONS

1.1 Undertaking of Navigator Telecommunications, LLC.

Navigator Telecommunications, LLC. services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. Navigator Telecommunications, LLC. will offer these services through both resale and facilities-based arrangements.

Navigator Telecommunications, LLC. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Navigator Telecommunications, LLC. network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

1.2 Limitations

1.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Tariff.

1.2.2 Navigator Telecommunications, LLC. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.2 Limitations, cont.

- 1.2.3 The Company does not undertake to transmit messages, and will not be liable for errors in transmission or for failure to establish connections.
- 1.2.4 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 1.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.

1.4 Liabilities of the Company

- 1.4.1 Navigator Telecommunications, LLC's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 1.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.4 Liabilities of the Company, cont.

1.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.

1.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

1.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

1.4.6 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

Changes in any of the facilities, operations or procedures of the Company that: (1) render equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.

Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

Any representations made by a Company employee that do not comport with or that are inconsistent with the provisions of this Tariff.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.5 Application of Rates

1.5.1 Business rates as described in Section 3 apply to service furnished:

- A. In office buildings, stores, factories and all other places of a business nature;
- B. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- C. At any location when the listing or public advertising indicates a business or a profession;
- D. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;

1.5.2 The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.6 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer. A change of a telephone number initiated by the customer is subject to a maximum charge of \$82.50. The current charge is shown in Section 6 of this tariff. No charge applies if the change is due to annoyance calls.

1.7 Dishonored Checks

The Company reserves the right to assess a maximum return payment charge of \$35.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

1.8 Deposits

The Company will not require a deposit from its business customers.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated

1.9.1 Suspension or Termination of Service

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- B. After issuing a written notification, at least one attempt shall be made during non-working hours to contact the customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 1.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated, cont.

1.9.2 Reasons for Termination

The Company may terminate service, with notice, for the following reasons:

- A. Nonpayment - Any sum due the Company beyond the payment date, except unpaid 976/676 charges.
- B. Abandonment - In the event of the abandonment of the service.
- C. Obscenities - Use of foul or profane language over the lines of the Company.
- D. Abuse
 - 1. Use of service that interferes with another customer's service or that is used for any purpose other than communication.
 - 2. Directory Assistance to obtain a customer's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.
- E. Full Toll Denial
 - 1. When a customer fails to pay outstanding charges billed by the Company for Long Distance Message Telecommunications (MTS) calls but excluding 900-type services, all MTS service (e.g., 0+, 1+ including 900-type services, 0-, 10XXX), may be denied (Full Toll Denial), where Company facilities are capable of providing Full Toll Denial. Where Company facilities do not permit Full Toll Denial, the Company may deny all service.
 - 2. Full Toll Denial includes the denial of third number billed, collect, and calling card calls. If the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges, and the MTS Restoration Charge shown in Section 1.9.6 below.
- F. The Company shall terminate service in accordance with Commission rules and where required by specific order of the Commission.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated, cont.

1.9.3 Exceptions to Termination for Nonpayment

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill if the customer does not pay the undisputed portion after being asked to do so.

1.9.4 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered unless:

- A. The Company has verified, in a manner approved by the Arizona Corporation Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated, cont.

1.9.5 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 1.11 regarding Deferred Payment Agreements.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.9 Termination of Service – Company Initiated, cont.

1.9.5 Termination for Cause Other Than Nonpayment, cont.

B. Prohibited, unlawful or improper use of the facilities or service includes, but is no limited to:

1. Use of Company facilities or service without payment of charges shown in this tariff;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. Use of the service in a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge is assessed for reconnection if the service was terminated due to a Company error.

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SECTION 1 – RULES AND REGULATIONS, CONT.**1.9 Termination of Service – Company Initiated, cont.****1.9.6 Nonrecurring Charge for Restoral of Service**

- A. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, toll service or other regulated charges, but an order providing for complete disconnection has not been completed. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of the Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.
- B. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges for regulated services due up to the date of suspension.

	Maximum Nonrecurring Charge
Business	\$165.00

- C. Where Full Toll Denial (see Section 1.9.2.E above) has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

	USOC	Maximum Nonrecurring Charge
Per line	NPAPL	\$48.00

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.10 Temporary Suspension of Service – Customer Initiated

1.10.1 Suspension of Service

Upon the request of the customer, exchange telephone service may be temporarily suspended as provided hereinafter.

- A. Any class of business service may be suspended except as specifically precluded elsewhere.
- B. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made.
- C. Where service is suspended, persons calling the number of the suspended service are so informed where it is practicable to do so, and where the customer has so requested, are given the number of a station designated by the customer at which the customer may be reached or calls received. Arrangements for informing calling parties of the telephone number of a station at which the customer may be reached or calls received, are made with the understanding that the customer assumes all risks in connection therewith and that no liability attaches to the Company by reason of failure to complete a particular call.
- D. A suspension rate will be applicable throughout the period of suspension, except as specified in Section 1.10.2 and 1.10.3 as follows:
 - 1. Where the initial contract period is one month or longer, the suspension rate will not be applicable until after the service has been in effect at full rate for at least one month. Where the initial contract period is in excess of one month, the contract period will be extended by one-half of the period service is on suspension.
- E. If service is disconnected while on suspension and before the minimum period of one month in connection with suspension of all service, two months in connection with suspension of a portion of service) has elapsed, the customer will be charged for the minimum period at the suspension rate or charged for the actual number of days of service at the full rate whichever produces the lower charge.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.10 Temporary Suspension of Service – Customer Initiated, cont.

1.10.2 Suspension of all Service (SUS)

- A. Suspension of the entire service of a customer is intended to meet the needs of those customers who desire to suspend their telephone service temporarily because generally then, and those whose use of the service is contemplated under the customer's application for service, are to be absent from the premises, but who wish to retain their directory listings and have the other benefits of suspension.
- B. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.
- C. The suspension rate is applicable to all suspended facilities of the customer, whether the service consists of one, two or more access lines and extension lines, etc., except as specified below:
 - 1. In connection with access lines on separate premises, the suspension rate will be applicable to the service on each premises separately. Exchange Service Extension charges will be included in computing the suspension rate.
 - 2. In connection with customer service and PAL Service, the suspension rate will be applicable to the customer service and to each PAL Service separately.
 - 3. In connection with trunks from different exchanges or two or more access lines served from different exchanges, the suspension rate will be applicable to the service furnished from each exchange separately.
- D. In connection with suspension of all service, the suspension rate will not be applicable unless service is retained on suspension for one month or more.
- E. The suspension rate is applied as follows:
 - 1. For PAL customers, the rate is 50 percent of the regular monthly rate and the rates for other services and facilities. The charge for local messages is not affected.
 - 2. For all other customers, the rate is 50 percent of the regular exchange service and the rates for other services and facilities.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.10 Temporary Suspension of Service – Customer Initiated, cont.

1.10.3 Suspension of a Portion of Service

- A. Suspension of a portion of service is intended to meet the needs of those customers who desire to have a portion of their telephone service facilities suspended but who wish to retain the remainder of their service facilities on a nonsuspended basis. Under this type of suspension, the facilities suspended will be physically disconnected to the extent necessary to prevent use but left in place on the customer's premises.
- B. In connection with suspension of a portion of service, the suspension rate will not be applicable unless the service or facility is retained on suspension for two months or more.
- C. The suspension rate is equal to 50 percent of the regular charges for the exchange services or facilities suspended. Regular exchange service charges are applicable to the services and facilities that are continued in service.
- D. The nonrecurring charges specified in Section 1.9.6, preceding, also apply for suspension and restoral of a portion of service

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.11 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. Customers with three or more month's service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA).

A. Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

1.12 Advance Payments

The Company will not require an advance payment from its business and coin customers.

1.13 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other taxes imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in quoted rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.14 Equipment

- 1.14.1 The Company's services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company services, is compatible with such services. The Customer shall be responsible for not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.
- 1.14.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.14.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 1.14.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the Customer's premise when the service difficulty or trouble results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.14.5 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment.
- 1.14.6 Upon notification to the Customer, and at a reasonable time, the Company may make tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in this tariff for installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 1.14.7 Title to facilities provided by the Company under this tariff shall remain in the Company's name or the name of the carrier supplying the services and facilities.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.15 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter installation rates as specified in this Tariff.

1.16 Payment for Service

1.16.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Navigator Telecommunications, LLC. All charges due by the Customer are payable to the Company or to any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of that agent and subject to the rules of regulatory agencies, such as the Arizona Corporation Commission.

Navigator Telecommunications, LLC's billing invoices will be considered correct and binding upon the Customer if no written notice or telephone call is received from the Customer within ninety (90) days of the invoice date. Adjustments to bills shall be made to the extent circumstances exist that reasonably indicates such changes are appropriate.

Upon receipt of a billing inquiry, charges involved in the disputed of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

1.16.2 Telephone inquiries may be directed to Navigator Telecommunications, LLC. at 888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC.
P.O. Box 13860
North Little Rock, AR 72113-0860

If a Customer is not satisfied with the Company's response to an inquiry he or she may appeal to the Arizona Corporation Commission for final resolution. The Commission may be contacted at:

Arizona Corporation Commission
Consumer Services Division
1200 West Washington Street
Phoenix, Arizona 85007
1-800-222-7000 (Phoenix Office)
1-800-535-0148 (Tucson Office)

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.16 Payment for Service, cont.

1.16.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.16 Payment for Service, cont.

1.16.4 Late Payment Charge

- A. A late payment charge of 1 1/2% applies to all billed balances which are not paid by the billing date shown on the next bill, unless the balance is \$15.00 or less.
- B. With respect to disputed bills resolved against the customer, the late payment penalty will apply where a disputed bill amount, or some portion thereof, is not paid within five working days or by the next month's bill date, whichever date is later.
- C. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.
- D. The late payment charge does not apply to the following:
 - 1. Billed amounts under dispute until the dispute is resolved against the customer.
 - 2. Bills rendered more than 10 days after bill date.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.17 Billing and Payment Procedures

- 1.17.1 Navigator Telecommunications, LLC. issues bills on a monthly basis with bills received by the Customer on or about the same day each month.
- 1.17.2 Navigator Telecommunications, LLC. will not alter the billing cycle unless affected Customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premise to another.
- 1.17.3 Navigator allows Customers 25 days from the bill date to pay the charges stated. If the charges remain unpaid for twenty-five days (25) from the bill date, such charges will be deemed delinquent.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.18 Cancellation of Application for Service

- 1.18.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 1.18.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
- 1.18.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 1.18.4 The special charges described above will be calculated and applied on a case-by-case basis.

1.19 Interconnection

Service furnished by Navigator Telecommunications, LLC. may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Navigator Telecommunications, LLC.'s service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.20 Inspection, Testing, and Adjustment

Upon suitable notice, the Company may also make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

1.21 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will obtain Commission approval regarding specific promotions and contests.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.22 Interruption of Service and Credit Allowances

- 1.22.1 For the purpose of applying this provision, the work interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
- 1.22.2 The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
- 1.22.3 No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power.
- 1.22.4 When service is interrupted for a period of at least 24 hours after notice by the customer to the Company, a credit allowance equal to 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.23 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of past due monies due the Carrier including legal and accounting expenses incurred by the Company's use of collection agencies or use of legal action. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

1.24 Service Implementation

Absent a promotional offering, service charges per service order will apply to new service orders or to orders to change existing service for the services listed in Section 3.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.25 Operator Services

- 1.25.1 Navigator Telecommunications, LLC. will not bill for incomplete calls where answer supervision is available. Navigator Telecommunications, LLC. will not bill for incomplete calls and will remove any charges for incomplete calls upon (a) subscriber notification or (b) Navigator Telecommunications, LLC.'s knowledge.
- 1.25.2 The caller and billed party, if different from the caller, will be advised that Navigator Telecommunications, LLC. is the operator service provider at the time of the initial contact.
- 1.25.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 1.25.4 Only rates approved by this Commission for Navigator Telecommunications, LLC. shall appear on any local exchange telephone company (LEC) billings.
- 1.25.5 Navigator Telecommunications, LLC. shall be listed on the LEC billing if the LEC has multi-company billing ability.
- 1.25.6 Navigator Telecommunications, LLC. will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 1.25.7 Navigator Telecommunications, LLC. will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.25 Operator Services, cont.

- 1.25.8 Upon request, Navigator Telecommunications, LLC. will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 1.25.9 Navigator Telecommunications, LLC. will refuse operator services to traffic aggregators which block access to other companies.
- 1.25.10 Navigator Telecommunications, LLC. will assure that traffic aggregators will post and display information including: (1) that Navigator Telecommunications, LLC. is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

1.26 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.27 Directory Listings

- 1.27.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 1.27.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.
- 1.27.3 The listings of subscribers, either without charge or at a rate specified within this Tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.27 Directory Listings, cont.

- 1.27.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 1.27.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 1.27.6 Generally, the listed address is the location of the subscriber's place of business.
- 1.27.7 Liability of the Company due to directory errors and omissions is as specified in Section 1.4 of this Tariff.
- 1.27.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation, which contracts for the service, or the name under which a business is regularly conducted.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.28 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariff, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

Special construction is construction undertaken:

- 1.28.1 Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 1.28.2 A type other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.3 Over a route other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.4 In a quantity greater than that which the Company would normally construct;
- 1.28.5 On an expedited basis;
- 1.28.6 On a temporary basis until permanent facilities are available;
- 1.28.7 Involving abnormal costs; or
- 1.28.8 In advance of its normal construction.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.29 Universal Emergency Telephone Number Service (911, E911)

- 1.29.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database.
- 1.29.2 At the time the Company provides basic local service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 1.29.3 The Company will collect 911 surcharges and remit surcharge revenue to the appropriate governmental entity on a monthly basis.
- 1.29.4 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 1 – RULES AND REGULATIONS, CONT.

1.29 Universal Emergency Telephone Number Service (911, E911), cont.

1.29.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

1.29.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

Under the terms of this Tariff the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 – DESCRIPTION OF SERVICE

2.1 Product Descriptions Generally

Navigator Telecommunications, LLC. will resell many of the underlying carrier's services for business and coin Customers of the incumbent local exchange carriers that are eligible for resale. Navigator Telecommunications, LLC. will also sell services for business Customers, including Virtual PBX service and certain optional business features.

2.1.1 Resold Services

Navigator Telecommunications, LLC.'s Resold Services are offered for local calling using the resold services of the ILEC.

Navigator Telecommunications, LLC. resells business, PBX trunks, and optional services of the ILEC.

For Qwest Service Areas, resold features associated with resold local exchange service will generally be priced according to rates established for such features in Qwest Corporation tariffs on file with the Commission. Some services, however, are not based on rates contained in Qwest tariffs and will be provided at rates determined by an analysis of Navigator's cost to provision such services. The rates for specific resold services are set forth in Section 3 – Rates.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.2 Caller ID Language

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted, where an executive officer of the agency registers with the telephone company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. Line blocking Customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code (*82 on their Touch-Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A. Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch-Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone. The blocking of Calling Party Number (CPN) will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly, by the transmission to a Caller ID Customer of a name or telephone number which the calling party of the Caller ID Customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.3 Local Service Areas

Navigator will match the Local Calling Areas as defined in Section 5.1 of Qwest Corporation's Exchange and Network Services Price Cap Tariff. These Local Calling Areas are as shown in Section 3.4.2 of this tariff.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.4 Directory Listings

For each Customer of Navigator Telecommunications, LLC.'s Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. See Section 3.17 for rates and regulations for directory listings.

2.5 Operator-Assisted Services

Operator-assisted services are provided to non-residential Customers on a pre-subscribed basis. Various billing arrangements are available with Navigator Telecommunications, LLC.'s operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Charges apply as stated in Section 3 as well as per call operator charges.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.5 Operator-Assisted Services, cont.

2.5.1 Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- A. Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Company network; and
- B. Calls where an operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Surcharge applies in addition to any other applicable operator charges.

2.5.2 Busy Verification and Interrupt Service

A. General

At the calling party's request, the Company will verify a busy condition on a called line.

- 1. The operator will determine if the line is clear or in use and report to the calling party.
- 2. The operator will interrupt a call on the called line only if the calling party indicates an emergency and requests interruption.

B. Regulations

- 1. A charge will apply when the operator:
 - a. Verifies that the line is busy with a call in progress.
 - b. Verifies that the line is available for incoming calls.
 - c. Verifies that a called number is busy with a call and the caller requests interruption. The operator will interrupt the call advising the called party the name of the calling party. One charge applies for both verification and interruption.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.6 Directory Assistance

2.6.1 Customers and users of the Company's business calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Requests for telephone numbers which were omitted from the alphabetical directory as a result of Company error.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company to receive credit.
- D. Requests from individuals which certified visual of physical handicaps in which the handicap prevents the use of a local directory.
- E. Requests for address and zip code information where the subscriber has requested that they be omitted from listing.

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SECTION 2 – DESCRIPTION OF SERVICE, CONT.

2.7 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular approved rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 3 – RATES

3.1 General

The regulations set forth herein apply to intrastate services and facilities furnished within the State of Arizona by Navigator Telecommunications, LLC., hereinafter referred to as the Company, subject to the jurisdiction of the Arizona Corporation Commission.

The Company concurs in the rules and regulations applying to and governing Basic Local Exchange telephone service as set forth in the tariffs of Qwest Arizona on file with and approved by the Arizona Corporation Commission. Initially, Navigator will offer service only to business customers within the service area of Qwest. Navigator will offer business customers 10% off rates contained in Section 3 with the exception of rates shown in Sections 3.3, 3.7, 3.8, 3.9, 3.10, and 3.20.

Regulations, descriptions, scope of service, and rates for Public Access Line Service are as shown in Section 4 of this tariff.

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Effective:

SECTION 3 – RATES, CONT.**3.2 Service Charges****3.2.1 Nonrecurring Charges****A. Terms and Conditions**

Unless otherwise shown, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made to the customer's request in the type or location of the facilities.

B. Charges**1. Nonrecurring charges do not apply to:**

- a. Move or change a customer's telephone service or equipment if required or initiated by the Company.
- b. Install, move, or change telephone equipment located on a customer's premises but used exclusively by the Company for maintenance or training activities.
- c. The "from" portion of work involved in a transfer of service and equipment from one premises to another.

2. Nonrecurring charges apply to:

- a. Change of billing name responsibility subsequent to the initial installation of service.

	Maximum Nonrecurring Charge
Each Billing Name Change – Business	\$25.50
Class of Service Change	82.50

3. The nonrecurring charges, where applicable, are shown with a given service as stated in each Tariff.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans

3.3.1 Premises Work Charges

A. Description

Premises Work Charges are charges for work performed on the customer's side of the demarcation point by a Company employee or representative, at the customer's request. Chargeable time is labor which includes, but is not limited to, work preparation, actual work and cleanup. Time charges begin when a technician arrives on site.

Included in the Premises Work Charges category are Time Charges (which include a Premises Visit Charge), and the No Trouble Found Charge.

Time Charges are charges applicable for repair work, rewiring and installations of complex wiring. Chargeable time is labor which includes, but is not limited to, work preparation, actual work and cleanup.

B. Definitions

Additional Time Charge

All 15 minute increments or fraction thereof beyond the first 30 minute increment of billable premises work performed on the customers premises.

Initial Time Charge

The first 30 minute increment or fraction thereof of billable premises work performed on the customers premises, which includes a Premises Visit Charge.

Premises Visit Charge

A charge per premises visit or series of visits by a Company technician to the customer premises for the purpose of performing billable premises work requested by the customer or customer's representative.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.1 Premises Work Charges, cont.

C. Terms and Conditions

1. Premises Work Charges are in addition to other applicable rates and charges.
2. Premises Work Charges apply to all customer-requested:
 - a. Installations, moves, changes, removals, rearrangements and replacements of premises wire, per premises visit.
 - b. Maintenance
 - c. Repair visits for replacement or repair of customer inside wire.
 - d. Replacement of wire not installed in accordance with technical standards.
 - e. Prewiring
3. A Premises Visit Charge is in addition to all applicable Premises Work Charges.
4. Only one Initial Time Charge (which includes one Premises Visit Charge) will apply when, for Company initiated reasons, more than one Company technician or representative is involved in performing premises work on the same premises. Only Additional Time Charges apply for work performed by the additional technicians or representatives.
5. Except as specified in 4., preceding, one Initial Time Charge, one Premises Visit Charge and any Additional Time Charges, will apply per Company technician or representative when performing premises work on the same premises, per premises visit.
6. Time Charges (which includes one Premises Visit Charge) apply separately for each premises involved per service call, when billable premises work is performed on premises wire. Such charges are due and payable when billed.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.1 Premises Work Charges, cont.

C. Terms and Conditions, cont.

7. Premises Work Charges do not apply to the following work:
 - a. To move or change a customer's telephone service if required or initiated by the Company.
 - b. To install, move, or change telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
 - c. The "from" portion of work involved in a transfer of service from one premises to another.
 - d. Disconnection of access line services providing no work subject to Premises Work Charges is involved.
 - e. Repair service except as stated otherwise.
8. Business customers may request an estimate or a firm bid before ordering wire installation work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual Premises Work Charge incurred. When a firm bid is provided at the customer's request, the charge to be billed is the amount quoted to the customer for the work requested.
9. When a customer with or without a subscription to the Company Premises Wire Maintenance Plan requests the Company to make a repair or trouble isolation technician visit to the customer's premises to test the central office line up to the demarc or to check the inside wiring, and the line tests clear, no trouble is found in the inside wiring, or trouble is found in customer CPE, the customer will be charged a No Trouble Found Charge as shown in Section 3.3.1.D.3. Customers will be notified of this potential charge prior to dispatch.

When a customer subscribes to the Company Premises Wire Maintenance Plan and trouble is found in the inside wiring, no time or trip charges apply.

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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.1 Premises Work Charges, cont.****D. Charges****1. Business****a. Time and Material Charges (Maintenance/Repair and complex wire installation)**

	USOC	Maximum Nonrecurring Charge ¹
Schedule I Applicable to work performed during regularly scheduled business hours - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD11 HRDA1	\$120.00 60.00
Schedule II Applicable to work performed at hours other than Schedule I ² - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD12 HRDA2	140.00 70.00
Schedule III Applicable to work performed on holidays. - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD13 HRDA3	160.00 80.00

b. Premises Visit Charge³

	USOC	Maximum Nonrecurring Charge
Per visit	NRTCY	\$50.00

¹ The Nonrecurring Charge includes a \$25.00 Premises Visit Charge.² Schedule II work is performed between 5:00 pm and 8:00 am on regularly scheduled business days and on weekends, excluding holidays.³ The Premises Visit Charge is included in the Initial 30 Minute Increment of all Time Charge Schedules

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.1 Premises Work Charges, cont.

D. Charges, cont.

2. Holidays subject to Schedule III Business Charges are:

Holidays	Day Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

3. No Trouble Found Charge

		Maximum Nonrecurring Charge¹
	USOC	
Business	LTESX	\$190.00

¹ The Nonrecurring Charge includes a \$25.00 Premises Visit Charge.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.2 Business Maintenance Plan

A. General

Business NWIRE Service provides for inside wire maintenance, trouble isolation and repair services for business customers as specified below.

B. Terms and Conditions

1. Business NWIRE Service is subject to a minimum billing period of one month.
2. Coverage of this Plan will commence for all new wire maintenance customers without delay on the completion date of a service order as noted on the customer's service record. However, the Plan does not cover trouble which exists prior to establishing telephone service or prior to establishing the Plan. Existing wire maintenance customers moving to a different address may subscribe to the plan without delay; however, at least one jack must be working at the time the service is established. Installation of new jacks and wiring or rewiring of existing jacks will be at Time and Material charges as specified in Section 3.3.1.D of this tariff.

C. Business NWIRE Service

1. Description

Business NWIRE Service provides for the following:

- a. Noncomplex coverage which includes isolation and maintenance of the inside wire and jacks within the individual business suite. If possible, the Company will cut to clear in riser or intrabuilding cable.
- b. Complex coverage which includes isolation and maintenance of the inside wire from the inside terminal or MPOP to the common equipment jack. If possible, the Company will cut to clear in riser or intrabuilding cable.
- c. Waiver of Premises Work Charges when trouble is isolated to the customer-provided equipment.

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SECTION 3 – RATES, CONT.

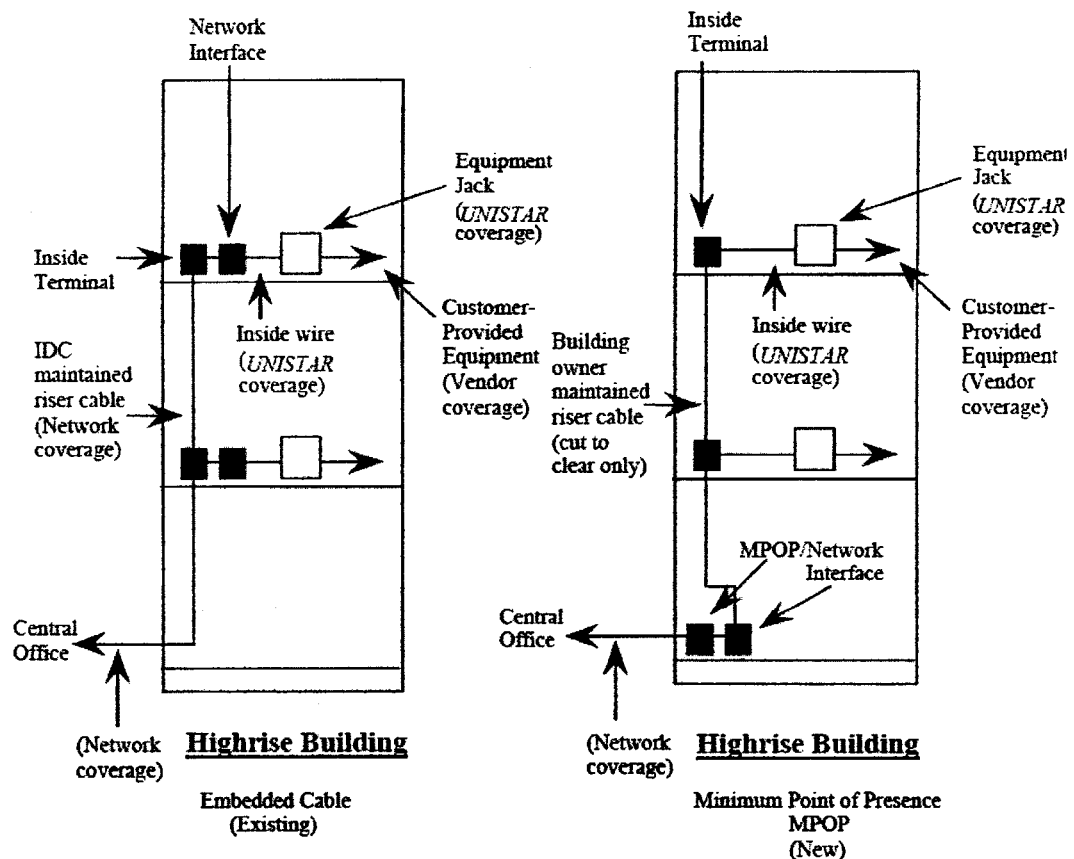
3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.2 Business Maintenance Plan, cont.

D. Illustrations¹

1. The following illustration exemplifies the network coverage, Business NWIRE Service coverage, and Customer/Vendor coverage.

NONCOMPLEX COVERAGE



¹ All references to UNISTAR service apply to NWIRE service.

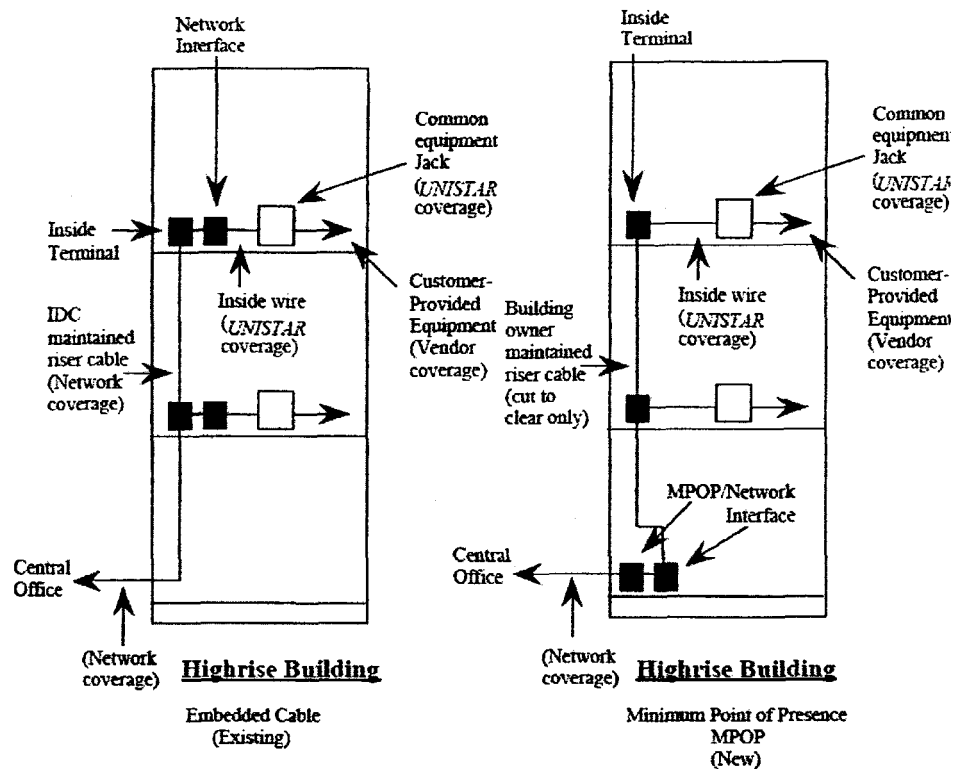
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SECTION 3 – RATES, CONT.**3.3 Customer Premises Wire and Maintenance Plans, cont.****3.3.2 Business Maintenance Plan, cont.****D. Illustrations¹, cont.**

1. The following illustration exemplifies the network coverage, Business NWIRE Service coverage, and Customer/Vendor coverage.

COMPLEX COVERAGE

¹ All references to UNISTAR service apply to NWIRE service.

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SECTION 3 – RATES, CONT.

3.3 Customer Premises Wire and Maintenance Plans, cont.

3.3.2 Business Maintenance Plan, cont.

E. Rates and Charges

Service	USOC	Maximum Monthly Rate
Business NWIRE Service - Per line termination, each	USP1X	\$18.75

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SECTION 3 – RATES, CONT.

3.4 Exchange Services

3.4.1 Exchange Areas

The Company develops exchange service areas to establish service within a defined geographical area.

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.2 List of Exchange Areas and Local Calling Areas****A. Description**

Local calling refers to calls placed to telephone numbers where message toll charges do not apply. This includes calls places within an exchange as well as between two or more exchanges that are part of the local calling area as shown below.

B. Local Exchange and Local Calling Areas

<u>Exchange Area</u>	<u>Exchange Area/Wire Center Included In The Local Calling Area</u>
Ash Fork	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Bisbee	Bisbee, Douglas, Sierra Vista, Tombstone and (Elfrida) ¹
Cameron	Cameron, Ash Fork, Flagstaff, Munds Park and Williams
Camp Verde	Camp Verde, Cottonwood and Sedona
Casa Grande	Casa Grande, Coolidge, Eloy, Florence and Maricopa
Chino Valley	Chino Valley, Humboldt, and Prescott; (Millsite) ¹
Coolidge	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	Cottonwood, Camp Verde and Sedona
Douglas	Douglas, Bisbee, Sierra Vista, Tombstone and (Elfrida) ¹
Eloy	Eloy, Casa Grande, Coolidge, Florence and Maricopa
Flagstaff	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Globe	Globe, Miami and (San Carlos) ¹
Green Valley	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail
Humboldt	Humboldt, Chino Valley, Prescott; (Millsite) ¹
Joseph City	Joseph City and Winslow
Marana	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	Maricopa, Casa Grande, Coolidge, Eloy, and Florence
Miami	Miami, Globe and (San Carlos) ¹
Munds Park	Munds Park, Ash Fork, Cameron, Flagstaff and Williams
Nogales	Nogales and Patagonia
Page	Page and Glen Canyon City
Patagonia	Patagonia and Nogales

¹ Denotes other company exchanges.

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.2 List of Exchange Areas and Local Calling Areas****B. Local Exchange and Local Calling Areas, cont.**

<u>Exchange Area</u>	<u>Exchange Area/Wire Center Included In The Local Calling Area</u>
Phoenix Metropolitan	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McClintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Peak, Queen Creek, Rio Verde, Scottsdale, Shea, Sunnyslope, Sunrise, Superstition, Tempe, Thunderbird, Tolleson, Whitetanks; (Lake Pleasant, Granite Mountain, Saddleback and South Lake Pleasant) ¹
Pima	Pima and Safford
Prescott	Prescott, Chino Valley, Humboldt; (Millsite) ¹
Robles	Robles, Coronado, Green Valley, Marana, Tubac, Tucson and Vail
Safford	Safford and Pima
Sedona	Sedona, Camp Verde and Cottonwood
Sierra Vista	Sierra Vista, Bisbee, Douglas, Tombstone and (Elfrida) ¹
Tombstone	Tombstone, Bisbee, Douglas, Sierra Vista and (Elfrida) ¹
Tubac	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	Vail, Coronado, Green Valley, Marana, Robles, Tubac and Tucson
Wellton	Wellton and Yuma
Wickenburg	Wickenburg, Yarnell and (Aguila) ¹
Williams	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	Winslow and Joseph City
Yarnell	Yarnell, Wickenburg and (Aguila) ¹
Yuma	Yuma and Wellton

¹ Denotes other company exchanges.

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.3 Classes of Service Offered in an Exchange Area**

- A. All exchanges offer Flat Rate Service.
- B. The following table lists all the exchange areas and the available services in each area.

Exchange Area	Business (B) Individual Line
Ash Fork	B
Benson	B
Bisbee	B
Cameron	B
Camp Verde	B
Casa Grande	B
Chino Valley	B
Coolidge	B
Coronado	B
Cottonwood	B
Douglas	B
Eloy	B
Flagstaff	B
Florence	B
Gila Bend	B
Globe	B
Grand Canyon	B
Green Valley	B
Hayden	B
Humboldt	B
Joseph City	B
Marana	B
Maricopa	B
Miami	B
Munds Park	B
Nogales	B
Page	B
Patagonia	B
Payson	B
Phoenix Metro Exchange, including all wire centers listed in Section 3.4.2.	B
Pima	B

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SECTION 3 – RATES, CONT.**3.4 Exchange Services, cont.****3.4.3 Classes of Service Offered in an Exchange Area, cont.**

- B. The following table lists all the exchange areas and the available services in each area, cont.

Exchange Area	Business (B) Individual Line
Prescott	B
Robles	B
Safford	B
San Manuel	B
Sedona	B
Sierra Vista	B
Superior	B
Tombstone	B
Tubac	B
Tucson	B
Vail	B
Wellton	B
Whitlow	B
Wickenburg	B
Willcox	B
Williams	B
Winslow	B
Yarnell	B
Yuma	B

3.4.4 Local Service Increments.**A. Exchange Zone Increment**

- The increment shown below is applicable to exchange service furnished within exchange zones and is in addition to the local exchange service rates shown in Section 3.5.
- Monthly Increment Per Access Line

Exchange Zone Number	Maximum Exchange Zone Increment	USOC Rate Variation
1	\$2.00 ¹	U1
2	6.00 ¹	U2

¹ Exchange Zone Increments do not apply in the Phoenix area.

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SECTION 3 – RATES, CONT.

3.5 Local Exchange Service

3.5.1 General

- A. The provision of local exchange service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this Tariff.
- B. The rates and charges as quoted herein for local exchange service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to a CO of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange.
- C. Application of Business Rates
 - 1. Service is classified as business service and business rates apply when any of the following conditions exist:
 - a. When the service is furnished at a location where a business, trade or practice is performed and where use of the location is not confined primarily to domestic activities.
 - I. Service for social clubs (e.g., Elks, VFW, Eagles, etc.) will be considered business service.
 - b. When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.1 General, cont.****D. Nonrecurring Charges**

The nonrecurring charge is a one-time charge associated with a given service or item of equipment which applies on a per-service and/or per-item basis each time the service or item of equipment is provided.

1. Nonrecurring charges do not apply:

- a. To change a customer's mailing address;
- b. To move a drop for maintenance reasons

E. The following nonrecurring change charge applies for changes at the customer's request, unless otherwise specified.

	Maximum Nonrecurring Change
To change class of service from: - Residence to business	\$82.50

F. All local operator-handled calls will be assessed the same charges as shown in Section 3.8. Discounts do not apply to the surcharge for operator-handled local calls.

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SECTION 3 – RATES, CONT.**3.5 Local Exchange Service, cont.****3.5.2 Flat Rate Service**

This service entitles customers to an unlimited number of calls within the local calling area. Incremental charges, as shown in Section 3.4.4., apply to service outside the exchange base rate area.

A. Rates and Charges

1. The nonrecurring charge associated with the provision of flat rate service applies:
 - a. To install each access line.
2. Business Flat Rate Service

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Individual Line, each	IFB	\$127.50	\$91.20
Additional individual line, each	AFK	127.50	91.20

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SECTION 3 – RATES, CONT.

3.5 Local Exchange Service, cont.

3.5.3 HOME BUSINESS LINE (HBL)SM Service

A. Description

HOME BUSINESS LINE (HBL)SM is a flat rated business voice service which includes the functionality of Custom Ringing and business listings. Custom Ringing and business listings are integrated components of HBLSM service. Customers subscribing to this service access the network via a flat business line.

B. Terms and Conditions

1. HBLSM service is offered for small business customers and is only available to businesses operating in a residence location as described in Section 3.5.1.C. It is not available to businesses operating in commercial business locations.
2. HBLSM is offered as a business class of service that gives subscribing customers the opportunity to enhance their telephone service to a business class of service allowing for a business listing without losing their residence number or residence listing. This service offering, which includes one Custom Ringing option, allows the customer to know whether an incoming call is business or personal.
3. HBLSM service also includes a primary business listing. The business listing will appear on Directory Assistance and in the white and yellow page directories. The residence listing will appear on Directory Assistance and in the white pages. This allows the home based business to maintain its residence identity. Additional listings may be purchased at rates and charges and under terms and conditions specified in Section 3.17.
4. To change class of service from residence individual exchange access line to HBL service, the nonrecurring charge shown in Section 3.5.1.E applies.
5. Additional features to HBLSM service may be purchased at business rates and charges and under terms and conditions specified in other sections of the tariff or specified elsewhere.

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SECTION 3 – RATES, CONT.

3.5 Local Exchange Service, cont.

3.5.3 HOME BUSINESS LINE (HBL)SM Service, cont.

C. Rates and Charges

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
HOME BUSINESS LINE SM , each	BHS	\$85.00	\$108.09

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SECTION 3 – RATES, CONT.**3.6 Touch-Tone Calling Service****3.6.1 Description**

- A. Touch-Tone Calling Service is a distinctive type of telephone service using audible voice frequency tones to actuate the CO equipment.

3.6.2 Terms and Condition

- A. Touch-Tone Calling Service is furnished only in CO areas where Touch-Tone CO equipment is available. COs will be equipped for touch-tone operation at the discretion of the Company and in accordance with regular engineering practices.
- B. Touch-Tone Service will be provided in connection with all classes of service.
- C. If any lines in a multiline telephone system are equipped for Touch-Tone Service, then all lines should be equipped for Touch-Tone Service.

3.6.3 Rates and Charges

USOCs associated with Touch-Tone Service are as follows:

	USOC	Nonrecurring Charge	Monthly Rate
Business, per line	TTB	-	-

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SECTION 3 – RATES, CONT.**3.7 Business – Bundled Service Offerings****3.7.1 SmartTime Unlimited for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown in D below. Touch tone calling is included as part of this offering.

B. Regulations

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
3. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

C. Rates and Charges

1. SmartTime Unlimited for Business – Recurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$213.30

2. SmartTime Unlimited for Business – Nonrecurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$133.33

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SECTION 3 – RATES, CONT.**3.7 Business – Bundled Service Offerings, cont.****3.7.1 SmartTime Unlimited for Business, cont.****D. Available Features¹**

Service	USOC
Abbreviated Access, one-digit - Each line arranged	EV4
Abbreviated Access, two-digit - Each line arranged	EV8
Call Forwarding - Busy Line (expanded) - Busy Line (external) - Busy Line (overflow) - Busy Line/Don't Answer (expanded) - Busy Line (external)/Don't Answer - Busy Line (overflow)/Don't Answer - Busy Line (programmable) - Don't Answer - Don't Answer (expanded) - Don't Answer (programmable) - Variable - No call completion option	FBJ EVB EVO FVJ EVF EVK ERB EVD FDJ ERD ESM FOQ
Call Rejection	NSY
Call Transfer	EO3
Call Waiting	ESX
CALLER ID WITH PRIVACY+ SM	N6S
Caller Identification – Name and Number	NNK
Caller Identification – Number	NSD
Continuous Redial	NSS
Dial Call Waiting	WDD
Dial Lock	OC4
Directed Call Pick Up	PUN
Directed Call Pick Up with Barge-In	PUQ
Distinctive Alert	DHA
Do Not Disturb	D7T
Easy Access	SQAVX
Hot Line	HLA
Last Call Return	NSQ
Priority Call	NSK

¹ See Section 3.11 for feature descriptions.
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SECTION 3 – RATES, CONT.**3.7 Business – Bundled Service Offerings, cont.****3.7.1 SmartTime Unlimited for Business, cont.****D. Available Features¹, cont.**

Service	USOC
Remote Access Forwarding	AFD
Scheduled Forwarding	ATF
SECURITY SCREEN SM	RV1
Selective Call Forwarding	NCE
Selective Call Waiting	S7W, S7Y
Speed Calling, 8-number capacity	E8C
Speed Calling, 30-number capacity	E3D
Talking Call Waiting	TW1
Three-Way Calling	ESC
Warm Line	WLS

¹ See Section 3.11 for feature descriptions.
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SECTION 3 – RATES, CONT.**3.7 Business - Bundled Service Offerings, cont.****3.7.2 SmartTime for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local calling. Long distance calling is billed at \$.055 per minute. The customer may choose an unlimited number of features as shown in Section 3.7.1.D above. Touch tone calling is included as part of this offering.

B. Regulations

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Long distance calls for business customers at \$.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

C. Rates and Charges

1. SmartTime for Business – Recurring Charge, per line

	Maximum Charge
All Density Zones – Monthly - Each	\$186.64

2. SmartTime for Business – Nonrecurring Charge, per line

	Maximum Charge
Phone Line Installation Fee	\$133.33

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SECTION 3 – RATES, CONT.

3.8 Operator Services

3.8.1 Local Operator Service Surcharges

A. Class of Calls

Charges apply according to the class of call the calling person selects as defined below.

1. Dial Station-to-Station

Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment. Dial Station-to-Station also applies when the operator:

- a. Records the calling telephone for areas without recording equipment.
- b. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- c. Places a call for a calling person who is identified as being disabled and is unable to dial the call because of that disability.
- d. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.
- e. Records a special identification number, issued by the Company for its billing purposes to students who reside in dormitories of colleges or universities equipped for School Centrex Service, for a call placed from a dormitory station.

2. Payphone - Dial Station-to-Station

Applies to calls placed from pay telephones, utilizing Smart Public Access Line (PAL), when station-to-station calls are dialed and paid by the calling person with no assistance from the operator.

3. Customer-Dialed Calling Card (Mechanized)

Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired, and the calling card or special billing number without the assistance of an operator. This also applies to calls placed from PALs.

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SECTION 3 – RATES, CONT.

3.8 Operator Services, cont.

3.8.1 Local Operator Service Surcharges, cont.

A. Class of Calls, cont.

Charges apply according to the class of call the calling person selects as defined below, cont.

4. Customer-Dialed Calling Card (Operator-Assisted) Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired and operator assistance is limited to the operator entering the calling card. This also applies to calls placed from PALs.
5. Operator-Assisted Station-to-Station Applies when calls are completed with the assistance of an operator. Examples of these calls include collect, billed to another telephone number, connect to directory assistance, and sent paid, except in 1., 3., and 4., preceding and 6., following. This also applies to calls placed from PALs.
6. Operator-Assisted Station-to-Station Inmate

Applies to all non-sent paid collect calls originating from correctional facilities.
7. Operator-Assisted Person-to-Person Applies when a calling person names the particular party to be reached by an operator. This also applies to calls placed from PALs. The party may be a person, station, department or office reached through a PBX attendant. Person-to-person also applies when the calling person cannot speak to the intended person or station but agrees to speak to someone else or requests an operator to make arrangements with a person to receive a call at a specified time.

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SECTION 3 – RATES, CONT.

3.8 Operator Services, cont.

3.8.1 Local Operator Service Surcharges, cont.

A. Class of Calls, cont.

8. Charges

a. Payphone Surcharge

Applies to all carried non coin calls (i.e. billed to a third party, calling card, or collect) placed from pay telephones. This charge is in addition to all other applicable charges.

b. The following charges are in addition to other applicable rates shown in this tariff.

	Maximum Charge Per Call
Customer-Dialed Calling Card (Mechanized)	\$ 6.00
Customer-Dialed Calling Card (Operator-Assisted)	9.00
Operator-Assisted Station-to-Station - Inmate	4.35
- Partially Assisted	6.90
- Fully Assisted	11.40
Operator-Assisted Person-to-Person - Partially Assisted	13.50
- Fully Assisted	18.00
Payphone Surcharge	1.50

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SECTION 3 – RATES, CONT.

3.9 Local Operator Verification and Interrupt Service

3.9.1 Description

Customers may obtain assistance in determining if a called line is in use (herein called verification) or in interrupting a communication in progress (herein called interrupt) by calling the "0" operator.

3.9.2 Terms and Conditions

- A. A verification charge applies each time the operator verifies a called line.
- B. An interrupt charge applies each time an operator interrupts a communication that is in progress on the called line.
- C. Verification and interrupt service is furnished where and to the extent that facilities permit.
- D. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted communication or any person.
- E. If an operator both verifies the condition of the line and interrupts a communication on the same request, only the interrupt charge applies.
- F. The charge for interrupt applies whenever the operator interrupts the communication even if one or the other parties interrupted refuses to terminate the communication in progress.
- G. Charges for verify/interrupt service may be billed to a calling card, special billing number or third number. Charges may not be billed on a collect basis.
- H. The charges for verify/interrupt service are in addition to any applicable rates, i.e., operator assistance charges. Unused Directory Assistance allowances will not be applied against these charges.
- I. If the line is cleared as the result of interrupt, and the operator completes the call at the calling party's request, the applicable operator assistance charge applies in addition to the interrupt charges.

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SECTION 3 – RATES, CONT.**3.9 Local Operator Verification and Interrupt Service, cont.****3.9.2 Terms and Conditions, cont.**

- J. The verify charge will not apply if the number verified is not in use and the operator completes the call. See Section 3.8 for applicable operator assistance charges.
- K. No verification or interrupt charge will apply if the requesting customer identifies that the call is from an authorized Public Emergency Agency. An authorized Public Emergency Agency is defined as a government agency which is operated by the Federal, State or local government and has the capability and legal authority to provide prompt aid to the public in emergency situations.
- L. No charge will apply when the operator encounters a trouble condition or has reason to believe a trouble condition exists.
- M. Requests which originate from stations equipped with CUSTOMNETSM Service will be completed and billed subject to applicable screening restrictions in addition to the regulations shown herein.
- N. Verification and Interrupt Service is available only on an alternately billed basis (e.g. billed to a credit card) for Basic PALs.
- O. Person-to-Person service is not offered.

3.9.3 Rates

	Maximum Charge
Verification, per request	\$ 9.00
Interrupt, per request	18.00

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SECTION 3 – RATES, CONT.

3.10 Directory Assistance

3.10.1 Directory Assistance Service

A. General

1. The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.
2. The charges set forth, following, apply when customers of the Company request assistance in determining telephone numbers of:
 - a. A person who is located in the same local service area, or
 - b. A person who is not located in the same local service area but who is located within the state for which the Company furnishes Centralized Directory Assistance Service.
3. If a customer abuses or fraudulently uses Directory Assistance service, the appropriate Directory Assistance charges may be assessed on that customer's telephone account.
4. A caller may request a maximum of two telephone numbers for each call to Directory Assistance.
5. Call completion is provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided from Public Access Lines on an alternately billed basis and where facilities permit. Appropriate service charges listed in Section 3.8 apply in addition to the Directory Assistance Service charge.
6. Directory Assistance Service charges do not apply to requests originating from telephone services the Company has determined are used on a continuing basis by person(s) certified incapable of using a published telephone directory. A nonrecurring charge does not apply to establish or remove Directory Assistance Service exemption.

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SECTION 3 – RATES, CONT.**3.10 Directory Assistance, cont.****3.10.1 Directory Assistance Service, cont.****B. Allowances**

1. A customer is allowed one directly dialed Directory Assistance call per month at no charge for each central office line or trunk, excluding PALs.
2. Call allowances are not transferable between separate accounts of the same customer.

C. Charges

1. In locations, including Public Access Lines, where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator assisted station-to-station call, the appropriate charge, as shown in Section 3.8, apply in addition to the Directory Assistance charge.

	Maximum Charge
Each call dialed directly by customer	\$3.00
Each call placed from Public Access Line	
- Direct Dial	1.20
- Alternatively Billed	2.31

2. Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use includes obtaining, attempting to obtain, or assisting others to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the charge for this service. In addition to any other action authorized by this Tariff, the Company may, in cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the customer's telephone account.

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SECTION 3 – RATES, CONT.

3.10 Directory Assistance, cont.

3.10.2 National Directory Assistance Service

A. Description

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service areas.

B. Terms and Conditions

1. There are no call allowances or exemptions for National Directory Assistance customers.
2. If a customer dials Directory Assistance for the purpose of obtaining a National Directory Assistance listing and also asks for a listing within their local Directory Assistance service area, the charge in C. below applies.
3. A maximum of two requested telephone numbers are allowed per call.
4. This service may be alternately billed. Appropriate service charges listed in Section 3.8 apply in addition to the National Directory Assistance charge.

C. Charges

1. Charges apply to each call placed to National Directory Assistance from a Payphone.
2. In locations, including payphones, where the customer has the capability to direct dial National Directory Assistance but places a call to the National Directory Assistance service attendant via an operator, the operator handled service charges as shown in Section 3.8 apply in addition to the following Directory Assistance Charge.

	Maximum Charge
Each call dialed directly by customer	\$3.00

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service

3.11.1 Description

Custom Calling Services include one or more of the following features.

3.11.2 Definitions

Abbreviated Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one digit or Abbreviated Access, two digit.

The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number. This option is not available to business customers who subscribe to the Business - Bundled Service Offerings as shown in Section 3.7.

Call Curfew

Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer.

When the feature is activated, incoming calls will be blocked and the calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur. Calls placed to 911 are not affected.

Call Forwarding – Busy Line

Expanded Forwarding

Allows a customer to have an incoming call forwarded to another predetermined number in a different central office switch if the called number is busy.

External Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy.

Overflow Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number within the customer's central office switch if the called number is busy.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Call Forwarding – Busy Line/Don't Answer

Expanded Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

External Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).

Overflow Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or does not answer.

Call Forwarding – Busy Line (Programmable)

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Call Forwarding – Don't Answer

Allows a customer to have incoming calls forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

Expanded Forwarding

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

Call Forwarding – Don't Answer (Programmable)

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Call Forwarding – Variable

Enables the customer to forward incoming calls to another number by dialing a code, plus the number to receive the call. Call Forwarding-Variable for PBX and Horizon customers will only work on one trunk at a time. The feature will also remove that trunk from rotary hunting service during its use.

An option is also available that allows a customer to activate the feature without completing a call to the forward-to number.

Call Rejection

Enables a customer to reject call attempts from up to fifteen numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.

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3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Call Waiting

When a customer is talking on the telephone, a short spurt of tone signals that a call is waiting. The tone is heard only by the Call Waiting customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered. The customer can alternate between calls by flashing the switchhook.

Where facilities and equipment permit, customers who have a line equipped with Call Waiting and Call Forwarding Don't Answer and/or Call Forwarding Busy Line, will be provided a feature so that Call Forwarding Don't Answer and/or Call Forwarding Busy Line forwards an incoming call to the number designated by the customer when the incoming call is not answered in response to the Call Waiting tone.

A customer with Caller Identification may also receive name and/or number information on a call that is waiting (USOC: N2W). The customer must have the appropriate CPE.

A customer who subscribes to Call Waiting may enhance service to separately identify local and long distance calls. Different tones will distinguish the two types of calls, whether at the initial ring cycle or in the call waiting mode. There is no additional charge for this Long Distance Alert feature enhancement, nor will the Company charge to add this feature.

A customer who subscribes to Call Waiting may also enhance service by adding Talking Call Waiting to their line. Talking Call Waiting is an enhancement that provides an audible announcement of the incoming caller's name. The audible announcement consists of the regular Call Waiting tone followed immediately by the calling party's name.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Caller ID With Privacy +SM

Includes the Caller Identification-Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.

Callers placing a call from a private or blocked telephone number to a CALLER ID WITH PRIVACY+SM customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line.

When the calling party records their name, the service will call the CALLER ID WITH PRIVACY+SM customer and the Caller ID unit will display "PRIVACY+SM" which identifies that the call is from the CALLER ID WITH PRIVACY+SM service. The customer will also hear a distinctive ring unless they subscribe to Custom Ringing. If the customer answers the call from the CALLER ID WITH PRIVACY +SM service, they will hear the recorded name and may then choose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call or if they subscribe to Voice Messaging, they can direct the original call to their mailbox.

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3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Caller Identification – Name and Number

Allows for automatic delivery of a calling party's name and telephone number (including non-published and non-listed telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown in the Company's records. The Company in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business subscribers where technically feasible.

Caller Identification – Number

Allows for the automatic delivery of a calling party's telephone number (including non-published and non-listed telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

Caller Identification customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible.

Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Dial Call Waiting

Allows a customer with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Dial Lock

Allows a customer the ability to manage their outbound calls (local, local long distance, and toll) by selectively blocking different types of calls placed from their line. This service will allow blocking to: all non-emergency local calls; long distance calls; international calls; operator assisted; toll free; information services; and directory assistance calls. The customer will select the types of calls to have blocked. Customers may override the blocking at anytime through a personalized assigned PIN code.

Directed Call Pick Up

Allows a customer to answer a call, during the ringing cycle, that is directed to another line, by dialing a preset code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Directed Call Pick Up with Barge-In

Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a preset access code and telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Distinctive Alert

Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

Do Not Disturb

Allows a customer to prevent the ringing of the telephone. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. If the customer has messaging service the caller may stay on the line and leave a message.

Easy Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated two digit code. The dialing code is *98.

Hot Line

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

I-CALLEDSM

I-CALLEDSM allows callers who encounter a “ring no answer” condition to record their name and telephone number for future delivery to the called party. The service provides a voice prompt for the caller to enter a touch-tone command. Once callers record their name and number, I-CALLEDSM will attempt to deliver the information to the called party by calling the called party periodically for a predetermined number of days, or until the called party answers, whichever comes first. When the called party answers the I-CALLEDSM call, the recorded information will be played through twice to ensure the called party hears the information. The called party will also have the opportunity to replay the message if needed. This service is billed to the calling party on a per use basis.

Last Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the calling party's number. If the calling party's number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited time period. A tone alerts the customer when the called line is available. Service is on a usage or subscription basis.

Last Call Return customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible; and to monthly (subscription) customers only.

NO SOLICITATIONSM

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors “do-not-call” list. NO SOLICITATIONSM automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily and it may be disabled by the customer at any time, if desired. A caller may press one, or stay on the line to complete the call connection. Subscribers to this feature have the option of establishing a “Privileged Caller List” (PCL) consisting of up to 25 numbers. A caller whose number appears on the PCL will bypass the recorded message.

Priority Call

Allows a customer to assign a maximum of fifteen callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Remote Access Forwarding (Call Forwarding)

A function which allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number.

SECURITY SCREENSM

Provides the customer with the ability to screen private and unidentified calls that are placed to their number. A customer who subscribes to SECURITY SCREENSM must also subscribe to Caller Identification – Name and Number.

Callers placing a call from a private or blocked telephone number to a SECURITY SCREENSM customer will hear a series of prompts asking them to unblock their line or enter a telephone number for delivery to the called party. Callers placing a call from an unidentified number will be asked to enter a telephone number for identification purposes. The SECURITY SCREENSM customer will hear a distinctive ring if the calling party input the data passed unless they subscribe to Custom Ringing Service.

Unidentified callers will hear a message indicating that the person they are calling does not accept unidentified calls. The calling party will be told to hang up if they are a solicitor. All other callers will be asked to input the telephone number they are calling from. Once the calling party unblocks their line or enters a telephone number, they will be connected directly to the SECURITY SCREENSM customer. The Caller ID unit will display one of the following:

- If the call is private or unavailable and the caller enters a ten-digit number from within Navigator's service territory that is the same as the calling number, the display will carry the telephone number and the caller's name with an (*).
- If the call is private or unavailable and the caller enters a private ten-digit number that is different from the calling number, the display will show SECURITY SCREENSM and the number the caller input.
- If the call is private or unavailable and the caller enters a ten-digit number outside of Qwest's territory, the display will read SECURITY SCREENSM and the number the caller input.
- If the call is private or unavailable and the caller inputs one to nine digits (e.g. 2345), the display will read SECURITY SCREENSM and the number the caller input backfilled with zeros (000-000-2345).

A caller who chooses not to unblock their line or enter a number will be advised that their call could not be completed and the call will be terminated.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Scheduled Forwarding

A function which allows all incoming calls to be forwarded to another telephone number. It allows a customer to remotely change the termination of their incoming calls and base the termination upon a time schedule. From any tone signaling telephone, the customer can activate, deactivate, or change the times, days and destination numbers.

Selective Call Forwarding

Allows a customer to specify a special list of a maximum of fifteen telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

Selective Call Waiting

Includes the Call Waiting or Call Waiting Identification functionality and, in addition, allows the customer to establish and modify a list of telephone numbers that trigger the Call Waiting tone when the customer's line is in use. Calls from telephone numbers not on the list, or calls from unidentified callers will either hear busy tone when the customer's line is busy or if the customer subscribes to Voice Mail service, the call will be routed to the customer's mailbox.

Speed Calling

Enables the customer to call a preselected group of telephone numbers by dialing 1 or 2 digits rather than the actual number. Speed Calling is available with an 8 or 30 telephone number capacity.

Three-Way Calling

Enables a customer to add a third customer on an established local or long distance connection without operator assistance. The third customer may be called by the customer initiating the Three-Way Calling on either a local or long-distance basis.

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3.11 Custom Calling Service, cont.

3.11.2 Definitions, cont.

Receptionist

Allows the customer to control the disposition of incoming calls while in an offhook condition via a visual display unit.

Additionally, it allows for the automatic delivery of a calling party's name and/or telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to business customers where technically feasible.

Warm Line

Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.3 Terms and Conditions

- A. Custom Calling Services are furnished only in CO areas where adequate and suitable facilities are available. COs will be equipped for Custom Calling Services at the discretion of the Company and in accordance with regular engineering practices.
- B. The services will be provided only in connection with individual business access line service.
- C. At the time of a number change for Company reasons, existing business lines may be equipped for one or more Custom Calling features without a nonrecurring charge.
- D. Flat or Measured service equipped for Call Forwarding Features are assessed regular long distance message charges for each call forwarded on a long distance basis. Measured Rate Service equipped for Call Forwarding features are assessed usage charges for each call forwarded on a local basis.
- E. Due to technical limitations, customers who subscribe to Abbreviated Access, one-digit may not purchase an additional Abbreviated Access, one-digit or Speed Calling, 8-number and customers who subscribe to Abbreviated Access, two-digit may not purchase an additional Abbreviated Access, two-digit or Speed Calling, 30-number.
- F. Control of the number assignment on the shared speed call list associated with Abbreviated Access resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.3 Terms and Conditions, cont.

- G. Due to technical limitations, customers who subscribe to Call Transfer and Speed Calling 8-number capacity will only have 6-number capacity available for their use.
- H. Where technology permits, the predetermined number associated with Warm Line Service is controlled by the customer and may be changed by dialing an access code and the new number. In other instances, the connection to the predetermined number cannot be changed except through the issuance of a service order.
- I. With Warm Line Service, the timing delay period before automatic dialing begins is specified at the time the service is ordered and cannot be changed except through the issuance of a service order.
- J. Once automatic dialing begins on lines equipped with Warm Line Service, calls to other numbers cannot be made. For example, dialing of 911 or other emergency numbers must begin before the delay periods ends.
- K. The connection to the predetermined number associated with Hot Line Service cannot be changed except through the issuance of a service order.
- L. A line equipped with Hot Line Service is totally dedicated to operate in the manner outlined herein. There is no ability to operate the line in any other manner. For example, calls to 911 or other emergency numbers cannot be placed from a line equipped with Hot Line Service.
- M. A line equipped with Hot Line Service can be used for incoming calls, but cannot initiate outgoing calls except to the predetermined number.
- N. Operator Verification and Interrupt will not function on lines equipped with any of the Call Forwarding features.
- O. Due to technical limitation, the calling number and the called number must be in the same central office switch for the following features: Directed Call Pick Up, Directed Call Pick Up with Barge-In, Distinctive Alert and Dial Call Waiting.
- P. A telephone number must be assigned to lines with Directed Call Pick Up, Directed Call Pick Up with Barge-In, Distinctive Alert and Dial Call Waiting.
- Q. A tone signaling telephone is required to use Do Not Disturb and its options.

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.3 Terms and Conditions, cont.

- R. Last Call Return, Continuous Redial and Three-Way Calling are available on a subscription or usage basis. The usage basis pricing options will be available where facilities permit. For any month, the total usage billing per service will not exceed the normal flat rate subscription charge for the individual service, per line. Customers may request the removal of these services at any time, at no charge.
- S. Some of the features may be subscribed to separately or in a combination of several on the same line in a package rate.
- T. Call Manager Connection is a package of services available to business customers. The services in this package are defined by the Company but the customer does have the choice of including, at no additional charge, Call Waiting or the Call Waiting feature which meets their needs, e.g. Call Waiting ID or Receptionist. The package includes:
 - 1. Call Rejection
 - 2. Call Forwarding-Variable
 - 3. Caller Identification-Name and Number
 - 4. Continuous Redial
 - 5. Priority Call
 - 6. Three-Way Calling

Call Manager Connection is not available to business customers who subscribe to the Business - Bundled Service Offerings as shown in Section 3.7.

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3.11 Custom Calling Service, cont.

3.11.3 Terms and Conditions, cont.

- U. Recognizing the potential for misuse associated with Remote Access Forwarding and Scheduled Forwarding, the Company will attempt to verify that requests for this service are being made to the subscriber of record, not unauthorized parties.

The following are restrictions to forwarding destinations for Remote Access Forwarding and Scheduled Forwarding:

1. No International numbers – only United States NPAs allowed.
 2. No 700, 800, 900, 950 pr 976
 3. No N11 or 555-1212
 4. No operator assisted calls (0-, 0+,00-, 01+, 10XXX+0, 10XXX+00, 10XXX+0+, 10XXX+01+)
 5. No speed dial codes or customized dialing plans.
 6. No third-number billed calls.
 7. A limit of four destination charges per hour.
- V. I-CALLEDSM service has blocking capabilities. Customers may block originating and/or terminating I-CALLEDSM calls. If a customer places an I-CALLEDSM call to a blocked number, there will be no charge.
- W. I-CALLEDSM is not available on the following types of originating service:
1. Public Telephone service
 2. Operator assisted.
- X. I-CALLEDSM is not available on calls to special access numbers, including but not limited to: 800, 888, 900, 976 and N11.
- Y. I-CALLEDSM is limited to certain technologies. In addition, in order for the service to work, the calling party and the called party must either be served from the same central office or served from central offices which are linked by facilities that can send the recorded name and telephone number. I-CALLEDSM will only work on intraLATA calls.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges**

- A. Except as specifically provided herein, Custom Calling Services are subject to the terms, conditions, rates and charges applicable to other types of customer service and are in addition to the basic rates and charges for the services with which it is associated. May be combined as part of business bundled offerings.
- B. Business Custom Calling Services, each line, cont.
1. Custom Calling Services

Service	USOC	Maximum Charge
Abbreviated Access, one-digit		
- Each shared speed call list	EV5	\$58.50
- Each line arranged	EV4	0.75
Abbreviated Access, two-digit		
- Each shared speed call list	EV9	88.50
- Each line arranged	EV8	0.75
Call Forwarding		
- Busy Line (expanded)	FBJ	7.50
- Busy Line (external)	EVB	7.50
- Busy Line (overflow)	EVO	12.00
- Busy Line/Don't Answer (expanded)	FVJ	15.00
- Busy Line (external)/Don't Answer	EVF	15.00
- Busy Line (overflow)/Don't Answer	EVK	22.50
- Busy Line (programmable)	ERB	22.50
- Don't Answer	EVD	10.50
- Don't Answer (expanded)	FDJ	10.50
- Don't Answer (programmable)	ERD	12.00
- Variable	ESM	12.90
- No call completion option	FOQ	-
Call Manager Connection	NLUBQ	58.35
- with Call Waiting	NLUBR	58.35
- with Call Waiting ID	NLUBT	58.35
- with Receptionist	NLUBS	58.35
Call Rejection	NSY	12.00
Call Transfer	EO3	16.50
Call Waiting	ESX	21.00
CALLER ID WITH PRIVACY+ SM	N6S	31.35
Caller Identification – Name and Number	NNK	22.35

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SECTION 3 – RATES, CONT.

3.11 Custom Calling Service, cont.

3.11.4 Rates and Charges, cont.

B. Business Custom Calling Services, each line, cont.

1. Custom Calling Services, cont.

Service	USOC	Maximum Charge
Caller Identification – Number	NSD	\$22.35
Continuous Redial	NSS	9.00
Dial Call Waiting	WDD	5.70
Dial Lock	OC4	10.35
Directed Call Pick Up	PUN	2.25
Directed Call Pick Up with Barge-In	PUQ	2.25
Distinctive Alert	DHA	2.25
Do Not Disturb	D7T	10.35
Easy Access	SQAVX	2.19
Hot Line	HLA	5.25
Last Call Return	NSQ	7.50
NO SOLICITATION SM	SB5	19.35
Priority Call	NSK	9.00
Receptionist		
- with Name & Number	EWY2X	43.65
- with Number only	EWY20	43.65
- with CALLER ID WITH PRIVACY + SM	EWY29	52.35
Remote Access Forwarding	AFD	21.75
Scheduled Forwarding	ATF	24.75
SECURITY SCREEN SM	RV1	8.10
Selective Call Forwarding	NCE	9.00
Selective Call Waiting	S7W, S7Y	22.50
Speed Calling, 8-number capacity	E8C	7.50
Speed Calling, 30-number capacity	E3D	12.00
Talking Call Waiting ¹	TW1	10.35
Three-Way Calling	ESC	10.50
Warm Line	WLS	6.75

¹ The rate for Talking Call Waiting is in addition to the rate for Call Waiting.SM Service Mark of Qwest Communications International, Inc.

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****B. Business Custom Calling Services, each line, cont.****1. Custom Calling Services, cont.**

Service	USOC	Maximum Charge
Call Waiting, Call Forwarding-Variable on the same line	ES7	\$28.50
Call Waiting, Three-Way Calling on the same line	ER9	27.00
Speed Calling, 8-number and 30-number capacity on the same line	EZL	16.50
Call Waiting, Speed Calling, 8-number capacity on the same line	ES6	24.00
Call Waiting, Speed Calling, 30-number capacity on the same line	ESW	27.00
Call Waiting, Speed Calling, 8-number and 30-number capacity on the same line	EZN	34.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling on the same line	ETC	37.50
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number capacity on the same line	ESA	39.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 30-number capacity on the same line	ESG	39.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZQ	46.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ET8	33.00
Call Waiting, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ET3	34.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line.	EZR	43.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ES3	45.00

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****B. Business Custom Calling Services, each line, cont.****1. Custom Calling Services, cont.**

Service	USOC	Maximum Charge
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ES5	\$49.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZT	55.50
Call Forwarding - Variable, Three-Way Calling on the same line	ER5	21.00
Call Forwarding - Variable - Speed Calling, 8-number capacity on the same line	ER3	18.00
Call Forwarding - Variable - Speed Calling, 30-number capacity on the same line	ER4	21.00
Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZO	28.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ESR	30.30
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ESB	31.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZS	37.50
Three-Way Calling, Speed Calling, 8-number capacity on the same line	ER6	15.00
Three-Way Calling, Speed Calling, 30-number capacity on the same line	ER7	19.50
Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZP	25.50

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SECTION 3 – RATES, CONT.**3.11 Custom Calling Service, cont.****3.11.4 Rates and Charges, cont.****C. Business Custom Calling Services, per occurrence****2. Custom Calling Services**

Service	Maximum Charge
Call Trace, per activation	
- Business	\$6.00
Usage Basis Continuous Redial, per activation ¹	
- Business	2.25
Usage Basis Last Call Return, per activation ¹	
- Business	2.25
Usage Basis Three-Way Calling, per activation ¹	
- Business	2.25
Usage Basis I-CALLED SM , per activation	
- Business	2.85

¹ Monthly rate does not apply to customers using the service on a per activation basis.

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SECTION 3 – RATES, CONT.

3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF)

3 12.1 Description

When a customer activates MARKET EXPANSION LINE (MEL) SERVICE®, (also known as Remote Call Forwarding (RCF)) on the customer's service, all incoming calls are automatically routed to another customer-selected telephone number in the local calling area or a distant exchange.

3 12.2 Terms and Conditions

- A. MEL® Service is furnished only where adequate and suitable facilities are available. COs will be equipped for MEL® Service at the discretion of the Company.
- B. MEL® Service is provided on the condition that customer subscribe to sufficient MEL® features and facilities to adequately handle calls to the MEL® customer without interfering with or impairing any services offered by the Company. If, in the opinion of the Company, additional MEL® features at the call forwarding location or facilities at the terminating telephone are needed, the customer will be required to subscribe for such additional MEL® features and facilities.
- C. MEL® Service is not offered when terminating on a PAL.
- D. The Company cannot provide the customer with the telephone number of the originating call.
- E. The Company provides one free directory listing in the exchange where the MEL® CO is located; however, at the customer's request, the listing may be omitted at no charge. Additional listings may be provided at rates and charges for business additional listings.

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SECTION 3 – RATES, CONT.

3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF), cont.

3.12.2 Terms and Conditions, cont.

F. Directory assistance charges, or allowances, are not applicable to MEL® services since this is an inward only calling arrangement.

G. The charges applicable to remotely forwarded calls shall be comprised of two separate elements; (a) a charge for that portion of the call from the calling telephone to the called number, and (b) a charge for that portion of the call from the called telephone to the remotely call forwarded terminating telephone. The respective charge for each such portion shall be as follows:

1. Between the calling telephone and the called (MEL®) location.

The calling party is responsible for the payment of these charges with the exception of those calls which are placed collect and accepted by the MEL® customer.

2. From the called telephone (MEL®) location to the terminating telephone.

The Remote Call Forwarding customer is responsible for the applicable Local Measured Service usage charges as shown in Section 3.12.3.B of this Tariff or for the applicable customer-dialed station-to-station charges shown in this or any other applicable Tariff. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

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SECTION 3 – RATES, CONT.**3.12 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF), cont.****3.12.3 Rates and Charges**

- A. The appropriate nonrecurring charge specified in this section will apply for the installation of MEL® Service. Subsequent to the initial establishment of MEL® Service, the appropriate nonrecurring charge will also apply to add or change one or more of the MEL® numbers, to change a call forwarding telephone number and to restore service for Company initiated termination of service.
- B. The following rates and charges are added to all rates and charges for associated services:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Measured MEL®			
- Each line arranged	RCF	\$60.00	\$40.35
- Each additional line arranged	RCA	60.00	40.35
MEL® with No Charge (for business customers only) ¹			
- Each line arranged	RFFXS	-	-

	Maximum Charge For Each Call
Per Call Charge	\$0.321

¹ Available only to customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split.

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SECTION 3 – RATES, CONT.

3.13 Basic Exchange Enhancement

3.13.1 Description

Amplified Voice Grade Circuit

This grade of service provides a circuit with no more than a 4 decibel (d.B.) loss (measured at 1004 Hz.) from the local central office to the customer's network interface. This service provides the customer a high quality transmission line and signaling for use on all local switched service.

3.13.2 Terms and Conditions

- A. Amplified Voice Grade Circuit is furnished only in central office areas where adequate and suitable facilities are available. Central offices will be equipped for Amplified Voice Grade Circuit at the discretion of the Company and in accordance with regular engineering practices.
- B. The services will be provided only in connection with business individual access line service. Amplified Voice Grade Circuit is not available in connection with Smart Public Access Line Service, Multi-party Service, FX, FCO and WATS.
- C. When a customer subscribes to Amplified Voice Grade Circuit all access lines in a hunt group must be equipped with this service.

3.13.3 Rates and Charges

Except as specifically provided herein, Amplified Voice Grade Circuit is subject to the terms, conditions, rates and charges applicable to other types of customer service and are in addition to the basic rates and charges for the service with which it is associated.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Amplified Voice Grade Circuit, per flat rate access line	VGA	\$151.00	\$25.20

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SECTION 3 – RATES, CONT.

3.14 Custom Ringing Service

3.14.1 Description

Custom Ringing Service (Custom Ringing) is a central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line.

3.14.2 Terms and Conditions

- A. Custom Ringing Service is provided with individual exchange access lines and may be unavailable with some services due to technical limitations.
- B. Custom Ringing numbers are subject to a minimum service period of one month.
- C. Custom Ringing will be billed to the primary access line number. Itemized billing is not available on Custom Ringing numbers.
- D. When the customer's access line is equipped with Call Waiting, and the line is busy, incoming calls will generate a distinctive Call Waiting tone at no additional charge.
- E. When the customer's access line is equipped with Call Forwarding-Variable, the customer can choose one of the following options:
 - 1. To have Call Forwarding-Variable only on the access line number, or
 - 2. To have all Custom Ringing Service numbers forwarded with the access line number.

This choice is made, or changed, at the time the customer places an order with the Company. Call Forwarding-Variable rates apply only to the access line number. Distinctive ringing will not be heard at the forwarded location.

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SECTION 3 – RATES, CONT.**3.14 Custom Ringing Service, cont.****3.14.3 Rates and Charges**

- A. This service is subject to the terms, conditions, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated.

	USOC	Maximum Monthly Rate
Business		
- First additional number	RGG1+	\$20.85
- Second additional number	cRGG2+	14.25
- Third additional number	RGG3+	14.25

- B. Nonrecurring Change Charges

Business	
- Change Telephone Number	1
- Change Custom Ringing Service number to access line number	2

¹ The charge for changing telephone numbers is as shown in Section 1.6.
² The nonrecurring charge is the same as for the installation of a new line.

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SECTION 3 – RATES, CONT.**3.15 Hunting Service****3.15.1 Description**

Hunting Service is an optional arrangement available to business customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential.

3.15.2 Rates and Charges

- A. The rate for each individual line arranged for Hunting Service is in addition to the regular individual line rate.
- B. The following monthly increment is for business Hunting Service.

	USOC	Maximum Monthly Rate
Business - Basic hunting, per access line	HTG	\$12.00

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SECTION 3 – RATES, CONT.**3.15 Hunting Service, cont.****3.15.3 Optional Features****A. Circular Hunt****1. Description**

Circular Hunt is an option of Hunting Service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached.

2. Rates and Charges

The rates and charges for Circular Hunt are in addition to the rates and charges for Hunting Service.

	USOC	Maximum Monthly Rate
Business - Per hunt group	HCKPG	\$7.50

B. Preferential Hunt**1. Description**

Preferential Hunt is an option of Hunting Service that enables incoming calls to a specific number within a hunt group to hunt over a unique hunting sequence of lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number in the hunt group.

2. Rates and Charges

The rates and charges for Preferential Hunt are in addition to the rates and charges for Hunting Service.

	USOC	Maximum Monthly Rate
Business - Each line arranged	HSHP	\$2.25

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SECTION 3 – RATES, CONT.

3.16 Answer Supervision – Line Side

3.16.1 Description

Answer Supervision - Line Side provides the capability to deliver "off-hook" supervisory signals from the terminating central office switch to a line side interface at the originating central office switch. These signals indicate when the called station has answered an incoming call.

3.16.2 Terms and Conditions

Answer Supervision - Line Side will only be provided where technically and economically feasible and where sufficient demand exists to warrant the provision of the service.

3.16.3 Rates and Charges

The terms, conditions, rates and charges applicable to Answer Supervision - Line Side are in addition to the rates and charges for the services with which it is associated.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Answer Supervision – Line Side, per line arranged	AS8L+	\$45.00	\$11.85

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services

3.17.1 Description

The alphabetical directory is a list of names of customers and others for whom directory listings are provided. Alphabetical listings include information which is essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

3.17.2 Terms and Conditions

- A. The Company, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in its directories, nor will the Company be a party to controversies arising between customers or others as a result of such publication.
- B. The Company has the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.
- C. Listings are regularly provided in connection with most classes of exchange service.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.3 Primary Listings

A. One listing, the Primary Listing, is provided without charge for:

1. Each exchange access line.

Dual name listings may be provided to customers referred to by two names, if such listings facilitate the use of the directory. Where two or more exchange access lines are served on a Hunting Service basis, only one Primary Listing for the group will be provided.

B. In those cases in which the business of the customer is so conducted, the Primary Listing may be the trade name of an article or service, provided the customer is the authorized agent or representative for the particular article or service.

C. At the request of the customer, the Primary Listing may be omitted from the directory (Nonlisted Service) or from both the directory and the information records (Nonpublished Service). Nonlisted and Nonpublished Services are furnished subject to the terms, conditions and rates shown herein.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.4 Additional Listings

A. Regular Additional Listings

1. Business Additional Listings may be the listings of:

Individual names of those entitled to the use of the customer's service under the provisions of this Tariff. These listings could include, but are not limited to, Departments, Divisions, Tradenames, etc.

2. Additional Listings:

Where a listing appears in the current directory, charges to the end of the directory period will apply except that the charges will cease at the time:

- a. The contract for the main service is terminated.
- b. The listed party becomes a customer to a class of exchange service.
- c. The listed party dies, or moves to a new location at which the customer's service with which the listed party is listed is not available.

B. Special Types of Additional Listings Special types of additional listings such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, Listings of Amateur Radio Stations, or Listings of Resort Cottages take the same business classification as the service with which such listings are furnished.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.5 Nonpublished Service

A. Description

1. The telephone numbers of Nonpublished Service are not listed under the current subscriber's name in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

B. Terms and Conditions

1. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
2. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

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SECTION 3 – RATES, CONT.

3.17 Directory Listing Services, cont.

3.17.5 Nonpublished Service, cont.

B. Terms and Conditions, cont.

4. The monthly rate for Nonpublished Service does not apply to:
 - a. PAL Telephone Service.
 - b. Service in addition to the regularly listed service for the same customer at the same location, e.g., additional lines in a rotary group.
5. Due to the limited supply of vacant telephone numbers, there may be situations where a number appears in the current directory under a prior subscriber's name.
6. The Company may disclose a nonpublished number to its authorized collection agents in order to collect amounts owed to the Company.

3.17.6 Nonlisted Service

A. Description

At the request of the customer, any one or all of the customer's Primary Listings, Additional Listings or other listings associated with the same or different CO line or trunk normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

B. Terms and Conditions

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

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SECTION 3 – RATES, CONT.**3.17 Directory Listing Services, cont.****3.17.7 Rates and Charges**

- A. The monthly rate for nonlisted listings applies separately for each listing which normally would be published in the alphabetical directory but which, at customer's request, is furnished on a nonlisted basis.
- B. Additional listings may be provided to public agencies at no charge where, in the opinion of the Company, directory service to the public will be improved.

	USOC	Maximum Charge
Change in Primary Listing - Business	NA	-
Additional Listings, each - Business ¹	CLT	\$7.50
Alpha Listing, each - Business	RNCAF	7.50
Foreign Listings, each - Business ¹	FAL	²
Each Listing changed to Nonpublished Service - Business	NPU	4.65
Each Listing changed to Nonlisted Service - Business	NLT	3.60

¹ For customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split, the monthly rate and nonrecurring charge for a Foreign Listing (USOCs: FAL,CLT,RLT) will be waived for customers in Area Code 520 who subscribe to MARKET EXPANSION LINE Service, as shown in Section 3.12.

² The FAL in this State takes the appropriate (CLT or RLT) rate as shown above. Should the FAL be in another state, then that State's (CLR or RLT) rate will apply.

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SECTION 3 – RATES, CONT.

3.18 Intercept Services

3.18.1 Description

Basic Intercept Service

Basic Intercept Service includes all intercept recordings that do not provide the new number information.

New Number Referral Service

New Number Referral Service includes all intercept recordings that provide the new number information.

Split Referral Intercept Service

Split Referral Intercept Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the caller's response.

3.18.2 Terms and Conditions

- A. Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.
- B. Intercept services are offered for periods up to 12 months for business customers.
- C. Intercept services are subject to the availability of the disconnected number and the availability of CO facilities.
- D. The minimum billing period for Split Referral is three months.
- E. The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Services.

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SECTION 3 – RATES, CONT.**3.18 Intercept Services, cont.****3.18.3 Rates and Charges**

The following nonrecurring charges apply to Intercept Service on a per line basis dependent upon the number of months provided.

- A. Basic Intercept Service is provided at no charge.
- B. New Number Referral Service is provided at no charge.
- C. Split Referral Intercept Service

	USOC	Maximum Nonrecurring Charge
Business Rates		
- Three months	S1W3X	\$250.00
- Six months	S1WSX	490.00
- Nine months	S1W9X	730.00
- Twelve months	S1WTX	980.00

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SECTION 3 – RATES, CONT.

3.19 Miscellaneous Service Offerings

3.19.1 CUSTOMNETSM Service

A. Description

1. CUSTOMNETSM Service enables a customer, by means of Company operator identification, to restrict outgoing toll calls by their station users to only collect calls, bill to third party calls, and calling card calls.
2. This service is offered, subject to the availability of mechanized operator type services and existing CO facilities to individual line business customers. The provision of this service may require some customers to change their existing telephone number.

B. Rates and Charges

1. The nonrecurring charges will apply.
 - a. To each initial premises location of the customer ordering CUSTOMNETSM Service, regardless of the number of exchange access lines equipped.
 - b. To partial transfer CUSTOMNETSM Service to a different premises.
 - c. To a transfer of the customer's entire service to a different wire center.
 - d. When CUSTOMNETSM Service is disconnected at the customer's request and then subsequently ordered by the same customer.

		Maximum Nonrecurring Charge	Maximum Monthly Charge
	USOC		
Initial Installation	N/A	\$742.00	-
Per exchange access line arranged	SRG	-	\$0.75

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SECTION 3 – RATES, CONT.

3.19 Miscellaneous Service Offerings, cont.

3.19.1 CUSTOMNETSM Service, cont.

C. Per Line Service

1. CUSTOMNETSM Service enables a customer, by means of Company operator identification, to restrict outgoing toll calls to only collect calls, bill to third party calls, and calling card calls.
2. This service is offered, subject to the availability of mechanized operator type services and existing CO facilities, to individual line customers. The provision of this service may require some customers to change their existing telephone number.
3. The nonrecurring charge applies to install, move or change, per order.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Per exchange access line arranged	SEA	\$55.00	\$15.00

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.2 Toll Restriction****A. Description**

1. Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. Attempted violation of the restrictions are routed to an announcement.
2. This service is offered, subject to the availability of existing CO facilities, to individual line businesses and dial switching type customers.
3. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.
4. Billed Number Screening (BNS) prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls, e.g., International calls and calls that do not go through the Billing Validation Authority data base, will be billed to the customer if completed.

B. Rates and Charges

Charges and rates for this service are in addition to the charges and rates for the class, type and grade of service furnished.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Business - Per line arranged	RTY	\$82.50	\$15.00

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.3 900 Service Access Restriction****A. Description**

900 Service Access Restriction enables business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose to restrict 900 Service will also be restricted from calling ScoopLine Service calls with the prefix of 976 and 676.

B. Terms and Conditions

1. 900 Service Access Restriction is offered only where central office facilities permit.
2. 900 Service Access Restriction is only available on directly dialed calls.
3. 900 Service Access Restriction is available to:
 - a. Single party service
4. No charge applies to remove 900 Service Access Restriction.

C. Rates and Charges

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Business, per line	RTVXN	-	-

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.4 Blocking for 10XXX1+/10XXX011+****A. Description**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed. Blocked calls will be routed to an announcement.

B. Terms and Conditions

1. This service is offered subject to the availability of existing central office facilities.
2. Provision of 10XXX1+/10XXX011+ Blocking does not alleviate customer responsibility for completed toll calls.
3. Other toll restriction type services are available to customers subscribing to 10XXX1+/10XXX011+ Blocking.

C. Rates and Charges

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Per line arranged	RTVXY	\$9.00	\$0.30

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.5 Message Waiting Indication****A. Audible****1. Description**

Message Waiting Indication-Audible is a feature whereby subscribing customers of Message Delivery Service (MDS) will hear an audible interrupted tone, when lifting the receiver, giving an indication of a message waiting for the customer at the customer's chosen MDS provider. The tone will be initiated by the provider over the customer's telephone line. The customer may call the provider for their message or ignore the tone and place a call. The tone will continue until the message has been retrieved.

2. Terms and Conditions

- a. Each customer subscribing to Message Waiting Indication-Audible must have their line programmed to accept Message Waiting Indication- Audible.
- b. Message Waiting Indication-Audible is available only where facilities and operating conditions permit.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.
- c. The rates and charges are as follows:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each client line, arranged billed to provider - Business	MWS	\$26.00	\$0.75
Each client line arranged billed to client - Business	MWW	26.00	0.75

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SECTION 3 – RATES, CONT.

3.19 Miscellaneous Service Offerings, cont.

3.19.5 Message Waiting Indication, cont.

B. Visual

1. Description

Message Waiting Indication-Visual is a feature whereby subscribing customers will see a visual alerting signal giving an indication of a message waiting for the customer at the customer's chosen Message Delivery Service provider (provider). The signal will be initiated by the provider over the telephone line of the provider's customer. The customer may call the provider for the message or ignore the signal and place a call. The signal will continue until the message has been retrieved. The provider or customer must provide the visual device.

2. Terms and Conditions

- a. Each provider customer subscribing to Message Waiting Indication-Visual must have the line programmed to accept Message Waiting Indication-Visual.
- b. The provider must subscribe to Message Delivery Service in order to provide this feature.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.
- c. The rates and charges are as follows:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each client line arranged - Business	MV5	\$26.00	\$2.55

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.5 Message Waiting Indication, cont.****C. Audible/Visual****1. Description**

Message Waiting Indication-Audible/Visual is a feature whereby a subscriber will hear an audible interrupted tone when lifting the telephone receiver and see a visual altering signal giving an indication of a message waiting. The signal will be initiated by the subscriber's Message Delivery Service provider, or other provider source capable of initiating the signal, over the subscriber's telephone line. The subscriber may call the provider for their message or ignore the signal and place a call. The tone and visual signal will continue until the message has been retrieved. The provider or subscriber must provide the visual device.

2. Terms and Conditions

- a. Each subscriber must have their line programmed to accept Message Waiting Indication-Audible/Visual.
- b. The provider must subscribe to Message Delivery Service or other source capable of initiating the signal in order for this feature to function.

3. Rates And Charges

- a. The rates and charges for this service are in addition to all rates and charges for the associated underlying service.
- b. The nonrecurring charge to change the service is the same as the charge to install it.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
Each line arranged - Business	M1W	\$26.00	\$3.30

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SECTION 3 – RATES, CONT.**3.19 Miscellaneous Service Offerings, cont.****3.19.6 Caller Identification Blocking – Per Call****A. Description**

Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

B. Rates And Charges

Service	USOC	Maximum Monthly Charge
Per Call	N/A	-

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Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status can be deactivated by the customer by dialing a code, *82 (or 1182 on rotary phones), before each call, to change the indicator from private to public. This one call unblock allows the name and/or number to be sent for that one call only.

If a line is equipped with per line blocking, the name and number of that line will not be delivered to any subscriber of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with per line blocking who need assistance. 911 is not affected.

B. Rates And Charges

1. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge.
2. New customers to the Caller ID serving area will be provided the same option as will customers who change their telephone number and/or service address.
3. After the first time, customer requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking.
4. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Charge
First Time - Business, per line	NKM	-	-
Subsequent - Business, per line	NKS	\$32.85	-

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SECTION 3 – RATES, CONT.

3.20 SmartATM

3.20.1 Description

- A. The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):
 - 1. Business individual lines for Automated Teller Machines only.
 - 2. Unlimited calling to 800 toll-free numbers.
- B. The rate specified herein is subject to a 12-month service term.

3.20.2 Regulations and Service Limitations

- A. Charges for this service commence when the company's information records are posted and are payable monthly in advance.
- B. Charges for service are automatically discontinued upon service termination.
- C. If service is terminated before the 12-month term, a charge of \$10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed based upon the remainder of the commitment period.
- D. Existing SmartATM subscribers may not take advantage of special promotions or rate changes prior to the end of the 12-month service term. This is applicable to existing lines only. New lines may qualify for any special promotions or price changes.

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SECTION 3 – RATES, CONT.**3.20 SmartATM, cont.****3.20.3 Rates and Charges**

- A. The following monthly rates will apply for the SmartATM service.

Service Category	Rate Group	Maximum
SmartATM	Zone 1 Exchanges	\$61.33
	Zone 2 Exchanges	66.67
	Zone 3 Exchanges	80.00

- B. Message rate, per minute

Service Category	Rate Group	Maximum
Per minute	All Exchanges	\$0.15

- C. Line Connection Charge, per line

Service Category	Rate Group	Maximum
Line Connection Charge, per line	All Exchanges	\$133.33

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SECTION 4 – PUBLIC ACCESS LINE RATES

4.1 Public Access Line (PAL) Service

4.1.1 Description

- A. Public Access Line (PAL) Service is provided for use with Payphone Service Provider (PSP) pay telephones at locations accessible to the public, subject to the availability of existing CO facilities and special operator equipped locations, as appropriate, e.g., Traffic Operator Position System (TOPS).
- B. The use of "coinless" telephone in this Tariff refers to telephones without a coin collecting device. This type of telephone is used to provide an optional billing arrangement on originating calls for third number billed, collect and calling card calls.
- C. Coin collection and/or return of coins for Basic Public Access Lines is controlled by the PSP pay telephones.
- D. The following types of Basic Public Access Lines are available:
 - 1. Flat Full Resale Basic PAL Service
This service provides:
 - a. Access to the local and toll network;
 - b. Unlimited number of calls within the local calling area;
 - c. Access to directory assistance;
 - d. Free calls to the 911 emergency code;
 - e. Inter/intraLATA and interstate direct dialed toll calling.
 - 2. Coinless Subscriber Basic PAL Service
This service provides:
 - a. Free calls to 911 emergency agency code;
 - b. Access to directory assistance;
 - c. Prevention of Company operators from billing collect and bill to third number calls to the PAL service;
 - d. Station users will be restricted to placing calling card, bill to third number and collect calls only.

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SECTION 4 – PUBLIC ACCESS LINE RATES

4.1 Public Access Line (PAL) Service, cont.

4.1.1 Description, cont.

D. The following types of Basic Public Access Lines are available, cont.:

3. Coinless Collect Only Basic PAL Service

Coinless Collect only Basic PAL Service is a one-way out only service to be used in penal, correctional and mental health institutions only. This service provides:

- a. Access to the toll and local network only by dialing 0 plus the desired number;
- b. Restriction of Company operator assisted calls by station users to only collect calls;
- c. Prevention of Company operators from billing collect and bill to third number calls to the PAL Service.

This service prohibits calls to:

- a. Directory Assistance;
- b. 911 emergency code;
- c. Interexchange carriers other than the carrier presubscribed to the line;
- d. 800/800-type service, 676, 900, 976, 950, 960 telephone numbers;
- e. Company repair service.

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SECTION 4 – PUBLIC ACCESS LINE RATES

4.1 Public Access Line (PAL) Service, cont.

4.1.1 Description, cont.

E. Fraud Protection Service for Basic PAL Service offers three levels of protection: incoming, outgoing, and incoming & outgoing as described below:

1. Incoming Fraud Protection, or Billed Number Screening (BNS), prohibits collect and/or third number billed calls from being charged to Incoming Fraud Protected numbers. Callers attempting to place a collect or third number billed call using an Incoming Fraud Protected number for billing will be advised by an operator that such billing is unauthorized and the call will not be completed until other payment or billing arrangements are made.
2. Outgoing Fraud Protection restricts outgoing toll calls to only collect, third number billed and calling card.
3. Incoming & Outgoing Fraud Protection is a combination of the two aforementioned Fraud Protection Services.

Fraud Protection Service is subject to the availability of facilities with Basic PAL Service. Operator assisted, collect and/or third number billed calls originating from locations that do not have screening capabilities may not be capable of being intercepted and denied and will be billed, e.g., International calls and calls that do not go through the Billing Validation Authority database. Provision of Fraud Protection does not alleviate customer responsibility for completed toll calls.

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SECTION 4 – PUBLIC ACCESS LINE RATES

4.1 Public Access Line (PAL) Service, cont.

4.1.2 Terms and Conditions

1. For PSP pay telephones with unrestricted access to the local network, PAL Service will be provided as Flat or Coinless Subscriber Service as described in Section 4.1.4.C.
2. PAL is the only service offered for use with PSP pay telephones. In the event it becomes apparent that a PSP pay telephone is attached to a line not authorized for such use, the Company reserves the right to disconnect that customer's service. However, should the customer so request, the Company will install a Public Access Line at the rates and charges specified herein.
3. Two-way PAL Service rates and charges include one business directory listing. Additional listings will be furnished at rates and charges shown in Section 3.17.
4. PAL Service is not represented as adapted for data service. PAL Service contemplates the provision of satisfactory voice transmission only.
5. Joint User Service is not available with PAL Service.
6. Calls to directory assistance, 911, and telephone repair service are not subject to measured or message PAL usage charges.
7. Terms, conditions, rates and charges as described elsewhere in this Tariff apply as appropriate.
8. The Company is not liable for shortages of coins deposited and/or collected from the pay telephones used on PAL Service.
9. The Company is not liable for end-user fraud associated with failure of the PSP's pay telephones to perform correctly.
10. Changing to Basic from Smart PAL Service may require a telephone number change.

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.3 Responsibility of the Customer****A. The PAL customer will be responsible for:**

1. The installation, operation, and maintenance of any PSP pay telephone used in connection with this service.
2. The rates and charges incurred on the Public Access Line. Toll adjustments will not be allowed on the PAL account, unless due to Company error.
3. The refund of coins when lost or collected in error.
4. The payment of Maintenance of Service Charges for visits made by a Company employee to the customer's premises when a service difficulty or trouble report results from the PSP pay telephone.

4.1.4 Rates and Charges

- A.** Each call to Directory Assistance is charged for and will not be subject to an allowance.
- B.** Exchange zone increments will be applied to PAL Service furnished within exchange areas.
- C.** Basic Public Access Lines will be provided at the following rates and charges:

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Flat			
- Full resale, per line	12Y	\$133.00	\$29.68
Coinless Subscriber Service			
- Digital and ESS offices			
- Outgoing only, per line	1PZ	133.00	29.68
- Two-way, per line	1NP	133.00	29.68

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SECTION 4 – PUBLIC ACCESS LINE RATES**4.1 Public Access Line (PAL) Service, cont.****4.1.4 Rates and Charges, cont.**

D. The following nonrecurring charge for changes applies:

1. To each line when changing from one PAL line to another;
2. To telephone number charges, at customer's request.
3. For temporary transfer of calls, at customer's request

	Maximum Nonrecurring Charge
Per activity, per CO access line changed	\$55.00

E. Fraud Protection features will be provided to customers at the following rates and charges.

	USOC	Maximum Nonrecurring Charge	Maximum Monthly Rate
Fraud Protection ¹			
- Incoming, per line	PSES1	\$3.36	\$0.33
- Outgoing, per line	PSESO	3.36	0.33
- Incoming and outgoing, per line	PSESP	3.36	0.33

F. See Section 3.8 for application of local operator handled charges.

¹ The nonrecurring charge will apply when the Fraud Protection features are provided subsequent to the initial installation of the Basic PAL access lines.

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SECTION 5 – SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Rates for Dedicated Access, Private Line and CO Based Virtual PBX Custom (Centrex) services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a nondiscriminatory manner. Terms of the specific ICB contracts will be made available to the Arizona Corporation Commission upon request on a proprietary basis.

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SECTION 6 – CURRENT PRICE LIST**6.1 Telephone Number Changes**

	Nonrecurring Charge
Business	\$27.50

6.2 Dishonored Checks

	Nonrecurring Charge
Business	\$27.50

6.3 Nonrecurring Charge for Restoral of Service

See Section 1.9.6 for additional information.

	Nonrecurring Charge
Business	\$55.00

Where Full Toll Denial (see Section 1.9.2.E) has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

	USOC	Nonrecurring Charge
Per line	NPAPL	\$16.00

6.4 Service Charges**6.4.1 Nonrecurring Charge**

	Nonrecurring Charge
Each Billing Name Change - Business	\$8.50
Class of Service Change	27.50

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.5 Customer Premises Wire and Maintenance Plans****6.5.1 Premises Work Charges**

See Section 3.3.1 for additional information.

Time and Material Charges (Maintenance/Repair and complex wire installation)

	USOC	Nonrecurring Charge
Schedule I Applicable to work performed during regularly scheduled business hours - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD11 HRDA1	\$85.00 30.00
Schedule II Applicable to work performed at hours other than Schedule I - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD12 HRDA2	95.00 35.00
Schedule III Applicable to work performed on holidays. - Initial 30 minute increment or fraction thereof - Additional 15 minute increment or fraction thereof	HRD13 HRDA3	105.00 40.00

Premises Visit Charge

	USOC	Nonrecurring Charge
Per visit	NRTCY	\$25.00

No Trouble Found Charge

	USOC	Nonrecurring Charge
Business	LTESX	\$95.00

6.5.2 Business Maintenance Plan

See Section 3.3.2 for additional information.

Service	USOC	Monthly Rate
Business NWIRE Service - Per line termination, each	USP1X	\$6.25

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SECTION 6 – CURRENT PRICE LIST, CONT.

6.6 Local Service Increments

See Section 3.4.4 for additional information.

Monthly Increment Per Access Line

Exchange Zone Number	Exchange Zone Increment	USOC Rate Variation
1	\$0.50	U1
2	1.50	U2

6.7 Local Exchange Service

6.7.1 The following nonrecurring change charge applies for changes at the customer's request, unless otherwise specified.

	Nonrecurring Change
To change class of service from: - Residence to business	\$41.25

6.7.2 Business Flat Rate Service

See Section 3.5.2 for additional information.

	USOC	Nonrecurring Charge	Monthly Rate
Individual Line, each	1FB	\$42.50	\$30.40
Additional individual line, each	AFK	42.50	30.40

6.7.3 HOME BUSINESS LINE (HBL)SM Service

See Section 3.5.3 for additional information.

	USOC	Nonrecurring Charge	Monthly Rate
HOME BUSINESS LINE SM , each	BHS	\$42.50	\$36.03

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.8 Business – Bundled Service Offerings****6.8.1 SmartTime Unlimited for Business****A. SmartTime Unlimited for Business – Recurring Charge, per line**

	Monthly Charge
All Density Zones – Monthly - Each	\$79.99

B. SmartTime Unlimited for Business – Nonrecurring Charge, per line

	Nonrecurring Charge
All Density Zones – Monthly - Each	\$50.00

6.8.2 SmartTime for Business**A. SmartTime for Business – Recurring Charge, per line**

	Monthly Charge
All Density Zones – Monthly - Each	\$69.99

B. SmartTime for Business – Nonrecurring Charge, per line

	Nonrecurring Charge
Phone Line Installation Fee	\$50.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.9 Operator Services****Local Operator Service Surcharges**

	Charge Per Call
Customer-Dialed Calling Card (Mechanized)	\$2.00
Customer-Dialed Calling Card (Operator-Assisted)	3.00
Operator-Assisted Station-to-Station	
- Inmate	1.45
- Partially Assisted	2.30
- Fully Assisted	3.80
Operator-Assisted Person-to-Person	
- Partially Assisted	4.50
- Fully Assisted	6.00
Payphone Surcharge	0.50

6.10 Local Operator Verification and Interrupt Service

	Charge Per Request
Verification, per request	\$3.00
Interrupt, per request	6.00

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SECTION 6 – CURRENT PRICE LIST, CONT.

6.11 Directory Assistance

6.11.1 Directory Assistance Charge

	Charge Per Call
Each call dialed directly by customer	\$1.15
Each call placed from Public Access Line	
- Direct Dial	0.60
- Alternatively Billed	1.15

6.11.2 National Directory Assistance Charge

	Charge Per Call
Each call dialed directly by customer	\$1.15

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service****6.12.1 Business Custom Calling Service**

Service	USOC	Monthly Charge
Abbreviated Access, one-digit		
- Each shared speed call list	EV5	\$19.50
- Each line arranged	EV4	0.25
Abbreviated Access, two-digit		
- Each shared speed call list	EV9	29.50
- Each line arranged	EV8	0.25
Call Forwarding		
- Busy Line (expanded)	FBJ	2.50
- Busy Line (external)	EVB	2.50
- Busy Line (overflow)	EVO	4.00
- Busy Line/Don't Answer (expanded)	FVJ	5.00
- Busy Line (external)/Don't Answer	EVF	5.00
- Busy Line (overflow)/Don't Answer	EVK	7.50
- Busy Line (programmable)	ERB	7.50
- Don't Answer	EVD	3.50
- Don't Answer (expanded)	FDJ	3.50
- Don't Answer (programmable)	ERD	4.00
- Variable	ESM	4.30
- No call completion option	FOQ	-
Call Manager Connection	NLUBQ	19.45
- with Call Waiting	NLUBR	19.45
- with Call Waiting ID	NLUBT	19.45
- with Receptionist	NLUBS	19.45
Call Rejection	NSY	4.00
Call Transfer	EO3	5.50
Call Waiting	ESX	7.00
CALLER ID WITH PRIVACY+ SM	N6S	10.45
Caller Identification – Name and Number	NNK	7.45
Caller Identification – Number	NSD	7.45
Continuous Redial	NSS	3.00
Dial Call Waiting	WDD	1.90
Dial Lock	OC4	3.45

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Directed Call Pick Up	PUN	\$ 0.75
Directed Call Pick Up with Barge-In	PUQ	0.75
Distinctive Alert	DHA	0.75
Do Not Disturb	D7T	3.45
Easy Access	SQAVX	0.73
Hot Line	HLA	1.75
Last Call Return	NSQ	2.50
NO SOLICITATION SM	SB5	6.45
Priority Call	NSK	3.00
Receptionist		
- with Name & Number	EWY2X	14.45
- with Number only	EWY20	14.45
- with CALLER ID WITH PRIVACY + SM	EWY29	17.45
Remote Access Forwarding	AFD	7.25
Scheduled Forwarding	ATF	8.25
SECURITY SCREEN SM	RV1	2.70
Selective Call Forwarding	NCE	3.00
Selective Call Waiting	S7W, S7Y	7.50
Speed Calling, 8-number capacity	E8C	2.50
Speed Calling, 30-number capacity	E3D	4.00
Talking Call Waiting	TW1	3.45
Three-Way Calling	ESC	3.50
Warm Line	WLS	2.25

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Call Waiting, Call Forwarding-Variable on the same line	ES7	\$ 9.50
Call Waiting, Three-Way Calling on the same line	ER9	9.00
Speed Calling, 8-number and 30-number capacity on the same line	EZL	5.50
Call Waiting, Speed Calling, 8-number capacity on the same line	ES6	8.00
Call Waiting, Speed Calling, 30-number capacity on the same line	ESW	9.00
Call Waiting, Speed Calling, 8-number and 30-number capacity on the same line	EZN	11.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling on the same line	ETC	12.50
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number capacity on the same line	ESA	13.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 30-number capacity on the same line	ESG	13.00
Call Waiting, Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZQ	15.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ET8	11.00
Call Waiting, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ET3	11.50
Call Waiting, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line.	EZR	14.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ES3	15.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.1 Business Custom Calling Service, cont.**

Service	USOC	Monthly Charge
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ES5	\$16.50
Call Waiting, Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZT	18.50
Call Forwarding - Variable, Three-Way Calling on the same line	ER5	7.00
Call Forwarding - Variable - Speed Calling, 8-number capacity on the same line	ER3	6.00
Call Forwarding - Variable - Speed Calling, 30-number capacity on the same line	ER4	7.00
Call Forwarding-Variable, Speed Calling, 8-number and 30-number capacity on the same line	EZO	9.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number capacity on the same line	ESR	10.10
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 30-number capacity on the same line	ESB	10.50
Call Forwarding-Variable, Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZS	12.50
Three-Way Calling, Speed Calling, 8-number capacity on the same line	ER6	5.00
Three-Way Calling, Speed Calling, 30-number capacity on the same line	ER7	6.50
Three-Way Calling, Speed Calling, 8-number and 30-number capacity on the same line	EZP	8.50

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.12 Custom Calling Service, cont.****6.12.2 Business Custom Calling Services - per occurrence**

Service	Monthly Charge
Call Trace, per activation - Business	\$2.00
Usage Basis Continuous Redial, per activation - Business	0.75
Usage Basis Last Call Return, per activation - Business	0.75
Usage Basis Three-Way Calling, per activation - Business	0.75
Usage Basis I-CALLED SM , per activation - Business	0.95

6.13 MARKET EXPANSION LINE (MEL) SERVICE® - (Remote Call Forwarding - RCF)

	USOC	Nonrecurring Charge	Monthly Rate
Measured MEL			
- Each line arranged	RCF	\$30.00	\$16.00
- Each additional line arranged	RCA	30.00	16.00
MEL with No Charge (for business customers only)			
- Each line arranged	RFFXS	-	-

	Charge For Each Call
Per Call Charge	\$0.107

6.14 Basic Exchange Enhancement

	USOC	Nonrecurring Charge	Monthly Rate
Amplified Voice Grade Circuit, per flat rate access line	VGA	\$75.50	\$8.40

SM Service Mark of Qwest Communications International, Inc.
[®] Registered Service Mark of Qwest Communications International, Inc

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.15 Custom Ringing Service**

	USOC	Monthly Rate
Business		
- First additional number	RGG1+	\$6.95
- Second additional number	RGG2+	4.75
- Third additional number	RGG3+	4.75

6.16 Hunting Service

	USOC	Monthly Rate
Business		
- Basic hunting, per access line	HTG	\$4.00

Optional Features

Circular Hunt

	USOC	Monthly Rate
Business		
- Per hunt group	HCKPG	\$2.50

Preferential Hunt

	USOC	Monthly Rate
Business		
- Per hunt group	HSHP	\$0.75

6.17 Answer Supervision – Line Side

	USOC	Nonrecurring Charge	Monthly Rate
Answer Supervision – Line Side, per line arranged	AS8L+	\$15.00	\$3.95

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.18 Directory Listing Services**

	USOC	Monthly Charge
Change in Primary Listing - Business	NA	-
Additional Listings, each - Business	CLT	\$2.50
Alpha Listing, each - Business	RNCAF	2.50
Client Main Listing, each - Business	LBS	2.50
Foreign Listings, each - Business	FAL	¹
Each Listing changed to Nonpublished Service - Business	NPU	1.55
Each Listing changed to Nonlisted Service - Business	NLT	1.20

6.19 Intercept Services

	USOC	Nonrecurring Charge
Business Rates		
- Three months	S1W3X	\$125.00
- Six months	S1WSX	245.00
- Nine months	S1W9X	365.00
- Twelve months	S1WTX	490.00

¹ The FAL in this State takes the appropriate (CLT or RLT) rate as shown above. Should the FAL be in another state, then that State's (CLR or RLT) rate will apply

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.20 Miscellaneous Service Offerings****6.20.1 CUSTOMNETSM Service**

	USOC	Nonrecurring Charge	Monthly Charge
Initial Installation	N/A	\$371.00	-
Per exchange access line arranged	SRG	-	\$0.25

	USOC	Nonrecurring Charge	Monthly Charge
Per exchange access line arranged	SEA	\$27.50	\$5.00

6.20.2 Toll Restriction

	USOC	Nonrecurring Charge	Monthly Charge
Business - Per line arranged	RTY	\$27.50	\$5.00

6.20.3 900 Service Access Restriction

	USOC	Nonrecurring Charge	Monthly Charge
Business, per line	RTVXN	-	-

6.20.4 Blocking for 10XXX1+/10XXX011+

	USOC	Nonrecurring Charge	Monthly Charge
Per line arranged	RTVXY	\$3.00	\$0.10

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.20 Miscellaneous Service Offerings, cont.****6.20.5 Message Waiting Indication****A. Audible**

	USOC	Nonrecurring Charge	Monthly Charge
Each client line arranged billed to provider			
- Business	MWS	\$13.00	\$0.25
Each client line arranged billed to client			
- Business	MWW	13.00	0.25

B. Visual

	USOC	Nonrecurring Charge	Monthly Charge
Each client line arranged			
- Business	MV5	\$13.00	\$0.85

C. Audible/Visual

	USOC	Nonrecurring Charge	Monthly Charge
Each line arranged			
- Business	M1W	\$13.00	\$1.10

6.20.6 Caller Identification Blocking – Per Call

Service	USOC	Monthly Charge
Per Call	N/A	-

6.20.7 Caller Identification Blocking – Per Line

	USOC	Nonrecurring Charge	Monthly Charge
First Time			
- Business, per line	NKM	-	-
Subsequent			
- Business, per line	NKS	\$10.95	-

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.21 SmartATM**

6.21.1 The following monthly rates will apply for the SmartATM service.

Service Category	Rate Group	Monthly Rate
SmartATM	Zone 1 Exchanges	\$23.00
	Zone 2 Exchanges	25.00
	Zone 3 Exchanges	30.00

6.21.2 Message rate, per minute

Service Category	Rate Group	Per Minute
Per minute	All Exchanges	\$.05

6.21.3 Line Connection Charge, per line

Service Category	Rate Group	Nonrecurring
Line Connection Charge, per line	All Exchanges	\$50.00

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SECTION 6 – CURRENT PRICE LIST, CONT.**6.22 Public Access Line (PAL) Service**

6.22.1 Basic Public Access Lines will be provided at the following rates and charges:

	USOC	Nonrecurring Charge	Monthly Rate
Flat			
- Full resale, per line	12Y	\$50.00	\$11.13
Coinless Subscriber Service			
- Digital and ESS offices			
- Outgoing only, per line	1PZ	50.00	11.13
- Two-way, per line	1NP	50.00	11.13

6.22.2 The following nonrecurring charge for changes applies:

	Nonrecurring Charge
Per activity, per CO access line changed	\$27.50

6.22.3 Fraud Protection features will be provided to customers at the following rates and charges.

	USOC	Nonrecurring Charge	Monthly Rate
Fraud Protection			
- Incoming, per line	PSES1	\$0.00	\$0.00
- Outgoing, per line	PSESO	1.12	0.11
- Incoming and outgoing, per line	PSESP	1.12	0.11

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BEFORE THE ARIZONA CORPORATION COMMISSION

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Chairman

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WILLIAM MUNDELL
Commissioner

MIKE GLEASON
Commissioner

KRISTIN K. MAYES
Commissioner

GARY PIERCE
Commissioner

In the Matter of the Application of Navigator)
Telecommunications, LLC for a Certificate)
of Convenience and Necessity to Provide)
Resold and Facilities-Based Local Exchange)
Telecommunications Services)

Docket No. T-20398A-06-0346

SUPPLEMENT TO APPLICATION

Navigator Telecommunications, LLC ("Navigator") files this Supplement to amend a page of its access tariff filed on January 11, 2007. Attached to this Supplement is an amended page 17 of Section 2, which removes Section 2.4.5 from the proposed tariff.

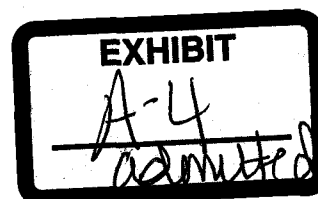
RESPECTFULLY SUBMITTED this 6th day of February, 2007.

LEWIS AND ROCA LLP



Thomas H. Campbell
Michael T. Hallam
40 North Central Avenue
Phoenix, AZ 85004

Attorneys for Navigator Telecommunications,
LLC



LEWIS
AND
ROCA
— LLP —
LAWYERS

1 ORIGINAL and thirteen (13) copies
2 of the foregoing filed
3 this 6th day of February 2007, with:

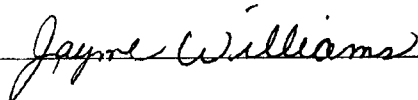
4 The Arizona Corporation Commission
5 Utilities Division – Docket Control
6 1200 W. Washington Street
7 Phoenix, Arizona 85007

8 Copy of the foregoing hand-delivered
9 this 6th day of February, 2007, to:

10 Maureen Scott
11 Legal Department
12 Arizona Corporation Commission
13 1200 W. Washington Street
14 Phoenix, Arizona 85007

15 Armando Fimbres
16 Utilities Division
17 Arizona Corporation Commission
18 1200 W. Washington Street
19 Phoenix, Arizona 85007

20 Lyn Farmer, Chief Administrative Law Judge
21 Hearing Division
22 Arizona Corporation Commission
23 1200 W. Washington Street
24 Phoenix, Arizona 85007

25
26 

CARRIER TO CARRIER SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Reserved for Future Use

Issued:

Issued by:

Louis F. McAlister, Jr., President
Navigator Telecommunications, LLC.
8525 Riverwood Park Drive, P.O. Box 13860
North Little Rock, AR 72113-0860

Effective:

ORIGINAL

MEMORANDUM

TO: Docket Control

FROM: Ernest G. Johnson
Director
Utilities Division

EA for EGJ

DATE: March 28, 2007

RE: IN THE MATTER OF THE APPLICATION OF NAVIGATOR
TELECOMMUNICATIONS, LLC. FOR A CERTIFICATE OF
CONVENIENCE AND NECESSITY TO PROVIDE RESOLD AND
FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS
SERVICES (DOCKET NO. T-20398A-06-0346)

Attached is the Staff Report for the above referenced application. The Applicant is applying for approval to provide the following services:

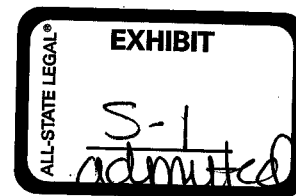
- Resold Local Exchange Services
- Facilities Based Local Exchange Services
- Access Services

Staff is recommending approval of the application.

EGJ:AFF:red

Originator: Armando Fimbres

Attachment: Original and Thirteen Copies



Arizona Corporation Commission

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SERVICE LIST FOR: Navigator Telecommunications, LLC
DOCKET NO. T-20398A-06-0346

Mr. Michael Hallam
Lewis and Roca, LLP
40 North Central Avenue, Suite 1900
Phoenix, Arizona 85004

Mr. Ernest G. Johnson
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Mr. Christopher C. Kempley
Chief, Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Ms. Lyn Farmer
Chief Administrative Law Judge, Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION

**IN THE MATTER OF THE APPLICATION OF NAVIGATOR TELECOMMUNICATIONS,
LLC. FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE
RESOLD AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS
SERVICES.
(DOCKET NO. T-20398A-06-0346)**

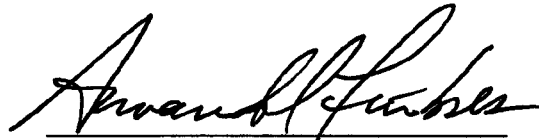
MARCH 28, 2007

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STAFF ACKNOWLEDGMENT

The Staff Report for Navigator Telecommunications, LLC (Docket No. T-20398A-06-0346) was the responsibility of the Staff member listed below. Armando Fimbres was responsible for the review and analysis of the application for a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange and access services and petition for a determination that its proposed services should be classified as competitive.

A handwritten signature in black ink, appearing to read "Armando Fimbres", written over a horizontal line.

Armando Fimbres
Public Utility Analyst V

1 INTRODUCTION

On May 25, 2006, Navigator Telecommunications, LLC ("Navigator" or "Applicant") filed an application for a Certificate of Convenience and Necessity ("CC&N") to provide resold and facilities-based local exchange services within the State of Arizona.

On January 11, 2007, Navigator updated its application with the submission of A.C.C. Tariff No. 3 for Access Service.

On January 19, 2007, Navigator, filed revisions to A.C.C. Tariff No. 2 for Local Exchange Service, originally filed with its CC&N application.

In Decision No. 68928, dated August 29, 2006, the Commission granted Navigator a CC&N to provide resold long distance service in Arizona.

With this application, Navigator seeks to provide business local exchange and access services throughout the state of Arizona by utilizing the facilities of the incumbent ILEC (Qwest) in addition to the facilities of any available alternative providers. The Company states in its application that it "does not have nor currently have plans to deploy its own switch in Arizona but will utilize the switching facilities of other carriers."

Staff's review of this application addresses the overall fitness of the Applicant to receive a CC&N for local exchange and access service. Staff's analysis also considers whether the Applicant's services should be classified as competitive and if the Applicant's initial rates are just and reasonable.

2 TECHNICAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

Navigator states in its application that it is authorized to provide local exchange and access service in Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, Virginia, West Virginia, and Wisconsin.

Navigator has also been granted the authority to provide local exchange and access service in Colorado and Nevada since filing its application in Arizona.

Navigator also indicates that it is authorized to provide long distance services in 44 states and Washington, D.C.

Headquartered in North Little Rock, Arkansas, Navigator states that it has been providing telecommunications services since 1998. Based on its service history, Staff believes Navigator possesses the technical capabilities to provide the services it is requesting the authority to

provide.

3 FINANCIAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant provided audited financial statements for the full years of 2002, 2003, 2004 and 2005. The most recent financial statements list assets of \$6,320,776; Members' Deficit of (\$11,138,609); and a net loss of (\$3,641,833). The Applicant did provide notes related to the financial statements.

The Applicant indicates in its proposed local exchange service tariff (section 1.8, page 5 and section 1.12, page 15) that it will not collect deposits, prepayments or advances from its local exchange customers.

Staff believes that Applicant's local exchange customers should be protected by the procurement of either a performance bond or an irrevocable sight draft Letter of Credit. Since the Applicant is requesting a CC&N for resold and facilities-based local exchange service and advances and deposits will not be collected, a limited bond or irrevocable sight draft Letter of Credit is appropriate. The amount of a performance bond or the irrevocable sight draft Letter of Credit for multiple services is an aggregate of the minimum bond or the irrevocable sight draft Letter of Credit amount for each type of telecommunications service requested by the Applicant. The amount of the performance bond or the irrevocable sight draft Letter of Credit coverage needed for each service is as follows: resold local exchange \$25,000 and facilities-based local exchange \$100,000.

Should Navigator seek in the future to collect advance payments or deposits, the bond or irrevocable sight draft Letter of Credit coverage should increase in increments equal to 50 percent of the total minimum bond amount when the total amount of the advances, deposits, and/or prepayments is within 10 percent of the total minimum bond amount. To that end, Staff recommends that the Applicant procure a performance bond or the irrevocable sight draft Letter of Credit equal to \$125,000. The minimum performance bond or the irrevocable sight draft Letter of Credit amount of \$125,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected from the Applicant's customers. The performance bond or the irrevocable sight draft Letter of Credit amount should be increased in increments of \$62,500. This increase should occur when the total amount of the advances, deposits, and prepayments is within \$12,500 of the performance bond or the irrevocable sight draft Letter of Credit amount.

Further, measures should be taken to ensure that the Applicant will not discontinue service to its customers without first complying with Arizona Administrative Code ("A.A.C.") R14-2-1107. If the Applicant desires to discontinue service, it must file an application with the Commission pursuant to A.A.C. R14-2-1107. Additionally, the Applicant must notify each of its customers and the Commission 60 days prior to filing an application to discontinue service. Failure to meet this requirement should result in forfeiture of the Applicant's performance bond or the irrevocable sight draft Letter of Credit. Staff further recommends that the original

performance bond or the irrevocable sight draft Letter of Credit be sent directly to the Commission Business Office and that 14 copies be provided to Docket Control, simultaneously, within 365 days of the effective date of an Order in this matter or 30 days prior to the provision of service, whichever comes first, and must remain in effect until further order of the Commission.

4 ESTABLISHING RATES AND CHARGES

The Applicant would be providing service in areas where an incumbent local exchange carrier ("ILEC") and various competitive local exchange carriers ("CLECs") are providing telephone service. Therefore, the Applicant would have to compete with those providers in order to obtain subscribers to its services. The Applicant would be a new entrant and would face competition from both an incumbent provider and other competitive providers in offering service to its potential customers. Therefore, the Applicant would generally not be able to exert market power. Thus, the competitive process should result in rates that are just and reasonable.

The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Initially, Navigator will have a zero-value rate base and its projected fair value rate base will be zero at the end of the first twelve months of operation. The rate to be ultimately charged by the company will be heavily influenced by the market.

Staff has reviewed the rates to be charged by the Applicant and believes they are just and reasonable as they are comparable to other CLECs and ILECs offering service in Arizona. The Applicant has indicated to Staff that its proposed actual rates are comparable to the actual rates the Applicant charges in other jurisdictions. Therefore, while Staff considered the fair value rate base information submitted by the Company, it did not accord that information substantial weight in its analysis.

Both an actual rate and a maximum rate may be listed for each competitive service offered. The rate charged for a service may not be less than the Company's total service long-run incremental cost of providing the service pursuant to A.A.C. R14-2-1109.

5 LOCAL EXCHANGE CARRIER SPECIFIC ISSUES

Issues related to the provision of that Local Exchange service are discussed below.

5.1 NUMBER PORTABILITY

The Commission has adopted rules to address number portability in a competitive telecommunications services market. Local exchange competition may not be vigorous if customers, especially business customers, must change their telephone numbers to take advantage of a competitive local exchange carrier's service offerings. Consistent with federal laws, federal rules and A.A.C. R14-2-1308(A), the Applicant shall make number portability

available to facilitate the ability of a customer to switch between authorized local carriers within a given wire center without changing their telephone number and without impairment to quality, functionality, reliability or convenience of use.

5.2 PROVISION OF BASIC TELEPHONE SERVICE AND UNIVERSAL SERVICE

The Commission has adopted rules to address universal telephone service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

5.3 QUALITY OF SERVICE

Staff believes that the Applicant should be ordered to abide by the quality of service standards that were approved by the Commission for Qwest (f/k/a USWC) in Docket No. T-01051B-93-0183 (Decision No. 59421). Because the penalties developed in that docket were initiated because Qwest's level of service was not satisfactory and the Applicant does not have a similar history of service quality problems, Staff does not recommend that those penalties apply to the Applicant. In the competitive market that the Applicant wishes to enter, the Applicant generally will have no market power and will be forced to provide a satisfactory level of service or risk losing its customers. Therefore, Staff believes that it is unnecessary to subject the Applicant to those penalties at this time.

5.4 ACCESS TO ALTERNATIVE LOCAL EXCHANGE SERVICE PROVIDERS

Staff expects that there will be new entrant providers of local exchange service who will install the plant necessary to provide telephone service to, for example, a residential subdivision or an industrial park much like existing local exchange companies do today. There may be areas where the Applicant installs the only local exchange service facilities. In the interest of providing competitive alternatives to the Applicant's local exchange service customers, Staff recommends that the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve such areas. In this way, an alternative local exchange service provider may serve a customer if the customer so desires. Access to other providers should be provided pursuant to the provisions of the 1996 Telecommunications Act, the rules promulgated there under and Commission rules on interconnection and unbundling.

5.5 911 SERVICE

The Commission has adopted rules to address 911 and E911 services in a competitive telecommunications services market. The Applicant has certified that in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002, it will provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to provide 911 and E911 service.

5.6 CUSTOM LOCAL AREA SIGNALING SERVICES

Consistent with past Commission decisions, the Applicant may offer Caller ID provided that per call and line blocking, with the capability to toggle between blocking and unblocking the transmission of the telephone number, are provided as options to which customers could subscribe with no charge. Also, Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated, indicating that the number has been blocked, must be offered.

6 REVIEW OF COMPLAINT INFORMATION

The Commission's Consumer Services and Compliance sections have found Navigator to be in Good Standing with no reported complaints and in Compliance, respectively.

The Applicant states that it is authorized to provide local exchange service in Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, Virginia, West Virginia, and Wisconsin.

The Applicant certified that none of its officers, directors or partners has been involved in any civil or criminal investigations, formal or informal complaints. The Applicant also indicated that none of its officers, directors or partners has been convicted of any criminal acts in the past ten years.

7 COMPETITIVE SERVICES ANALYSIS

The Applicant has petitioned the Commission for a determination that the services it is seeking to provide should be classified as competitive.

7.1 COMPETITIVE SERVICES ANALYSIS FOR LOCAL EXCHANGE SERVICES

7.1.1 A Description Of The General Economic Conditions That Exist Which Makes The Relevant Market For The Service One That Is Competitive.

The local exchange market that the Applicant seeks to enter is one in which a number of CLECs have been authorized to provide local exchange service. Nevertheless, ILECs hold a dominant position in the local exchange service market. At locations where ILECs provide local exchange service, the Applicant will be entering the market as an alternative provider of local exchange service and, as such, the Applicant will have to compete with those companies in order to obtain customers. In areas where ILECs do not serve customers, the Applicant may have to convince developers to allow it to provide service to their developments.

7.1.2 The number of alternative providers of the service.

Qwest and various independent LECs are the primary providers of local exchange service in the State. Several CLECs and local exchange resellers are also providing local exchange service.

7.1.3 The estimated market share held by each alternative provider of the service.

Since Qwest and the independent LECs are the primary providers of local exchange service in the State, they have a large share of the market. Most CLECs and local exchange resellers have a limited market share. Cox Telcom is the only CLEC believed to have captured significant market share in the Phoenix and Tucson metro areas.

7.1.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.1.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

ILECs have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the CLECs and local exchange resellers also offer substantially similar services.

7.1.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The local exchange service market is:

- a. One in which ILECs own networks that reach nearly every residence and business in their service territories and CLECs have also entered the market.
- b. One in which new entrants will be dependent upon ILECs:
 1. To terminate traffic to customers.
 2. To provide essential local exchange service elements until the entrant's own network has been built.
 3. To interconnect.

- c. One in which ILECs have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market since new entrants do not have a long history with any customers.
- d. One in which Qwest provides a quality of service that has generated a significant number of complaints. These complaints led the Commission to adopt service quality rules that contain penalties if the service quality standards are not met. A provider of alternative service, such as the Applicant, should provide Qwest – as well as other providers – with the incentive to produce higher quality service including service installation and repair on a timely basis.
- e. One in which most customers have few, if any choices since there is generally only one or two providers of local exchange service in each service territory.
- f. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

8 ACCESS SERVICE SPECIFIC ISSUES

Access service includes Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Service, as needed to provide the ability to enter or exit a local exchange network for the purposes of originating or terminating long distance communications. The Applicant is therefore engaged in providing telecommunications service for hire to the public, which fits the definition of a common carrier and a public service corporation. Staff believes the Commission has jurisdiction over the services to be provided by Navigator.

On January 11, 2007, Navigator submitted tariff A.C.C. Tariff No. 3 outlining the rates that will be charged for Access services. Staff has reviewed these rates and finds they are comparable to the rates of other Access service providers currently operating in the State of Arizona.

The Applicant would initially be providing service in areas where an incumbent local exchange carrier ("ILEC"), along with various competitive local exchange carriers ("CLECs") and interexchange carriers are providing telephone and private line services. Therefore, the Applicant would have to compete with those providers in order to obtain subscribers to its services. The Applicant would be a new entrant and would face competition from both an incumbent provider and other competitive providers in offering service to its potential customers. Therefore, the Applicant would generally not be able to exert market power. Thus, the competitive process should result in rates that are just and reasonable.

9 RECOMMENDATIONS

Staff recommends that Applicant's application for a CC&N to provide intrastate telecommunications services, as listed in this Report, be granted. Staff further recommends:

1. That the Applicant complies with all Commission Rules, Orders and other requirements relevant to the provision of intrastate telecommunications services;
2. That the Applicant abides by the quality of service standards that were approved by the Commission for Qwest in Docket No. T-04315A-05-0365;
3. That the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve areas where the Applicant is the only provider of local exchange service facilities;
4. That the Applicant be required to notify the Commission immediately upon changes to the Applicant's name, address or telephone number;
5. That the Applicant cooperate with Commission investigations including, but not limited to customer complaints;
6. The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the company that indicates its fair value rate base is zero. Staff has reviewed the rates to be charged by the Applicant and believes they are just and reasonable as they are comparable to other CLECs and ILECs offering service in Arizona and comparable to the rates the Applicant charges in other jurisdictions. The rate to be ultimately charged by the Company will be heavily influenced by the market. Therefore, while Staff considered the fair value rate base information submitted by the Company, the fair value information provided was not given substantial weight in this analysis;
7. If at some future date, the Applicant wants to collect advances, deposits and/or prepayments from its resold local service customers, Staff recommends that the Applicant be required to file an application with the Commission for Commission approval. Such application must reference the decision in this docket and must explain the applicant's plans for procuring its performance bond;
8. That the Applicant offer Caller ID with the capability to toggle between blocking and unblocking the transmission of the telephone number at no charge;
9. That the Applicant offer Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated.
10. Staff further recommends that the Commission authorize the Applicant to discount its rates and service charges to the marginal cost of providing the services.

Staff further recommends that the Applicant be ordered to comply with the following. If it does not do so, the Applicant's CC&N shall be null and void after due process.

1. The Applicant shall docket conforming tariffs for each service within its CC&N within 365 days from the date of an Order in this matter or 30 days prior to providing service, whichever comes first. The tariffs submitted shall coincide with the application and state that the Applicant does not collect advances, deposits and/or prepayments from its customers.
2. The Applicant shall:
 - a. Procure a performance performance bond or the irrevocable sight draft Letter of Credit equal to \$125,000. The minimum performance bond or the irrevocable sight draft Letter of Credit amount of \$125,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected from the Applicant's customers. The performance bond or the irrevocable sight draft Letter of Credit amount should be increased in increments of \$62,500. This increase should occur when the total amount of the advances, deposits, and prepayments is within \$12,500 of the performance bond or the irrevocable sight draft Letter of Credit amount.
 - b. Docket proof of the performance bond or the irrevocable sight draft Letter of Credit within 365 days of the effective date of an Order in this matter or 30 days prior to the provision of service, whichever comes first. The performance bond or the irrevocable sight draft Letter of Credit must remain in effect until further order of the Commission.

9.1 RECOMMENDATION ON THE APPLICANT'S PETITION TO HAVE ITS PROPOSED SERVICES CLASSIFIED AS COMPETITIVE

Staff believes that the Applicant's proposed services should be classified as competitive. There are alternatives to the Applicant's services. The Applicant will have to convince customers to purchase its services, and the Applicant has no ability to adversely affect the local exchange or interexchange service markets. Therefore, the Applicant currently has no market power in the local exchange or interexchange service markets where alternative providers of telecommunications services exist. Staff therefore recommends that the Applicant's proposed services be classified as competitive.